

WORK SESSION: A work session to review the City Council agenda items will be held at 6:00 p.m. in Conference Room #3 at City Hall. The following will be discussed:

- 6:00 - Minute motion to go in a closed session to discuss strategy as it relates to acquisition of real property.
- 6:20 - Review Discussion - Spring Cleanup - Walt Hokanson, Public Works Director
- 6:40 - Review of City Council Agenda items.

FARMINGTON CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is hereby given that the City Council of **Farmington City** will hold a regular City Council meeting on **Tuesday, August 3, 2010, at 7:00 p.m.** The meeting will be held at the Farmington City Hall, 160 South Main Street, Farmington, Utah. The agenda for the meeting shall be as follows:

CALL TO ORDER:

- 7:00 1. Roll Call (Opening Comments/Invocation) Pledge of Allegiance
- 7:05 2. Approval of Minutes of Previous Meetings

REPORTS OF COMMITTEES/MUNICIPAL OFFICERS

- 7:10 3. Fire Department Service Awards - Joe Wilcox and Wayne Goodfellow
- 7:15 4. Planning Commission Report

PRESENTATION OF PETITIONS AND REQUESTS:

- 7:20 5. Request authorization to hold bike race in downtown Farmington on Thursday, August 26, 2010, from 5:00 - 8:20 p. m. - Tyler Servoss
- 7:30 6. Garbage Collection Contract Extension Request

SUMMARY ACTION:

- 7:35 7. Minute Motion Approving Summary Action List
 - Authorization for Mayor to sign revised UTA Agreement.
 - Approval of Addendum C to Interlocal Agreement with Davis School District.
 - Approval of Computer Maintenance Network Service Agreement with TecServ, Inc.
 - Approval of Audit Engagement Letter
 - Ratify previous approval of UDOT Engineering Contract with CRS Engineers for construction management services of D&RGW Rail to Trails Project

- Authorize purchase of 30 stacking chairs for Community Room (\$5,010) and approval of Change Order with General Communications to install audio/visual into Conference Room #3 (\$1,800)

AGREEMENTS

7:40 8. Station Parkway Cooperative Agreement

OLD BUSINESS:

7:45 9. City Manager's Report

GOVERNING BODY REPORTS:

7:50 10. Mayor Harbertson's Report & City Council Reports

MISCELLANEOUS:

- 7:55 11. Miscellaneous
- a. Miscellaneous items.
 - b. Minute motion adjourning to closed session, if necessary, for reasons permitted by law.

NOTICES OF COMMUNICATION

8:05 12. Items of General Correspondence

8:15 **ADJOURN**

DATED this 30th day of July, 2010.

FARMINGTON CITY CORPORATION

By: Margy Lomax
Margy Lomax, City Recorder

***PLEASE NOTE:** Times listed for each agenda item are estimates only and should not be construed to be binding on the City Council.

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting, should notify Margy Lomax, City Recorder, 451-2383, at least 24 hours prior to the meeting.

Closed Session Item

Acquisition of Real Property (Swoop)

Options:

1. Negotiate
2. Condemn
3. Stay with present alignment

Recommendation:

1. Study ramification of each alternative and report back.
2. Study group.
 - Mayor
 - 2 Council Members
 - Todd Godfrey (legal)*
 - Tim Taylor (transportation)*
 - Paul Hirst (storm drain)*
 - Max
 - Planning Department
3. *Allocate \$2,000 - \$5,000 for technical/professional (take out of City Council contingency).

MEMORANDUM

To: Mayor Harbertson, City Council & Max Forbush
From: Ray White
Date: April 19, 2010
Subject: Spring Cleanup

We recently completed our Spring Cleanup. I would like to report that it went very well. Included with this memo is a CD with a power point presentation of pictures that were taken throughout the City. Before Spring Cleanup begins I drive thru the City and look at the piles of debris. If I find a problem I attach a tag to the pile. The tag indicates what the problem is and this gives residents time to correct the problem before the trucks come by. This year I tagged approximately 30-35 piles. After cleanup is over I tag piles that were not picked up and give residents 5 days to remove the debris from the street. There were about 15-20 of these tags left. Thank you for taking the time to look at these pictures and we appreciate your support.

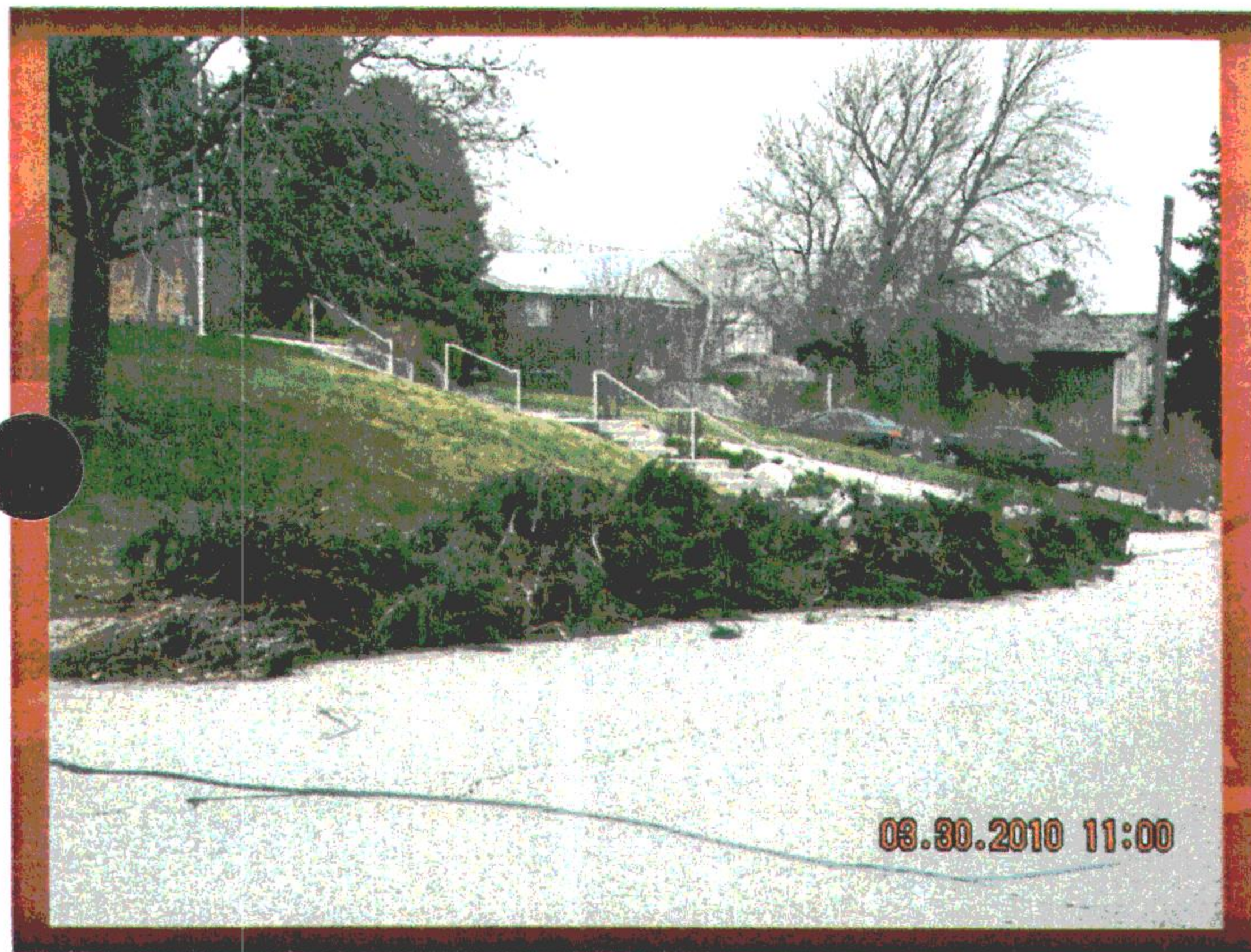
Spring Cleanup 2010

The Good,
The Bad &
The Ugly

The Good









CITY COUNCIL AGENDA

- ☐ Appointments, Hearings, Etc.
- ☐ Discussion Items - Recommendations
- ☐ Reports

For Council Meeting:
August 3, 2010

Petitioner _____

S U B J E C T: Roll Call (Opening Comments/Invocation) Pledge of Allegiance

It is requested that Council Member John Bilton give the invocation/opening comments to the meeting and that Rick Dutson lead the audience in the Pledge of Allegiance.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

CITY COUNCIL AGENDA

- ☐ Appointments, Hearings, Etc.
- ☐ Discussion Items - Recommendations
- ☐ Reports

For Council Meeting:
August 3, 2010

Petitioner _____

S U B J E C T: Approval of Minutes of Previous Meetings

ACTION TO BE CONSIDERED:

Minute motion approving the minutes of the regular City Council meetings held July 6, 2010 and July 20, 2010.

GENERAL INFORMATION:

Please see enclosed minutes. They have been reviewed by staff and are ready for Governing Body review and approval.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

FARMINGTON CITY COUNCIL MEETING

Tuesday, July 6, 2010

DRAFT

CITY COUNCIL WORK SESSION/EAST CONFERENCE ROOM

***PRESENT:** Mayor Scott Harbertson, Council Members John Bilton, Cory Ritz, Jim Talbot and Sid Young, City Manager Max Forbush, and Recording Secretary Cynthia DeCoursey. Council Member Rick Dutson was excused.*

The work session began at 5:45 p.m., and **John Bilton** offered the opening prayer.

Closed Session

Motion

At 5:50 p.m. a motion was made by **Jim Talbot** to adjourn to a closed session to discuss strategy as it relates to pending litigation and the acquisition of real property and to discuss the professional competency of an individual. **John Bilton** seconded the motion which was approved by **Cory Ritz** and **Sid Young**.

SWORN STATEMENT

I, **Scott C. Harbertson**, Mayor of Farmington City, do hereby affirm that the items discussed in the closed meeting were as stated in the motion to go into a closed session and that no other business was conducted while the Council was convened in the closed meeting.

Scott C. Harbertson, Mayor

Motion

At 6:08 p.m. **John Bilton** made a motion to reconvene into an open meeting. The motion was seconded by **Sid Young** and approved by **Cory Ritz** and **Jim Talbot**.

The work session began at 6:15 p.m., and the following items were reviewed:

(Agenda Item #4) - CONSIDERATION OF FINAL MASTER PLAN AMENDMENT TO NICHOLL'S NOOK SUBDIVISION AND AMENDMENTS TO RELATED DEVELOPMENT AGREEMENT

Mr. Forbush explained that **Rodney Griffin** is planning to either move forward with or sell this subdivision, and this amendment would allow him an additional year to do so.

(Agenda Item #5) – CONSIDERATION OF LOT LINE ADJUSTMENT REQUESTS

- **Noel Erasmus – Adjustment between Lots 115 and 116 of Hughes Estates Subdivision**
- **Daniel Bohman – Adjustment between Lots 147 and 301 of Somerset Farms**

There was a brief discussion of issues related to these requests.

(Agenda Item #6) – CEMETERY FLAG POLE/VETERANS' MEMORIAL PROPOSAL

The **Mayor** said Farmington resident **Sherm Hoskins** and several members of the American Legion would be present to discuss this item during the regular session. He reviewed the plans and pictures in the staff report and said **Mr. Hoskins** is willing to work on fundraising for the proposed veterans' memorial.

(Agenda Item #7) – CEMETERY POLICY ISSUES

- **Future trading of lots – Brad Harris**
- **Repurchase of right to burials by City**
- **Restriction of Sale of "Right to Burial" to residents only**

The Council discussed these issues regarding the City cemetery. The possibility of increasing the size of the current cemetery was also discussed, but if the adjacent tennis courts and park were used for cemetery space, the City would be required to create another park because the land was purchased with conservation funds. The residents in that neighborhood would likely protest such an action.

(Agenda Item #8) – REQUEST FOR PUBLIC STREET CLOSURE OF HIDDEN QUAIL COVE STREET FOR FUND-RAISING EVENT – CHAD & CARLA SMITH

Mayor Harbertson referred to a letter from **Chad** and **Karla Smith** regarding the possibility of hosting a musical concert to help raise funds for the Cystic Fibrosis Foundation. He said they would provide additional information in the regular meeting.

(Agenda Item #9) – VERIZON REQUEST FOR CELL TOWER AT POLICE STATION SITE

This is the second time Verizon has requested this cell tower, and the same issues are relevant: height, aesthetics, revenue to the City, health concerns, and the concerns of adjacent residents. With the previous request, City staff and the Planning Commission spent many hours in the process of deciding if it would be wise to approve the cell tower, and then Verizon withdrew their request. **Mr. Forbush** estimated that the annual revenue would be approximately \$10,000.

(Agenda Item #10) – CONSIDERATION OF ORDINANCE ANNEXING .43 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 1700 NORTH AND 1500 WEST AS REQUESTED BY GEORGE CLARK

Mr. Clark would like another extension for this request, and following a brief discussion, the Council decided to extend it until the first meeting in September.

REGULAR CITY COUNCIL/CITY CHAMBERS/CALL TO ORDER

PRESENT: *Mayor Scott Harbertson, Council Members John Bilton, Cory Ritz, Jim Talbot and Sid Young, City Manager Max Forbush, City Engineer Paul Hirst, City Recorder Margy Lomax and Recording Secretary Cynthia DeCoursey. Council Member Rick Dutson was excused.*

Mayor Harbertson opened the meeting at 7:00 p.m., welcomed those in attendance, and offered the opening prayer. The Pledge of Allegiance was led by Boy Scout **Ben Bohman**.

APPROVAL OF MINUTES (Agenda Item #2)

Motion

Sid Young made a motion to approve the minutes of the regular City Council meeting held June 15, 2010. The motion was seconded by **Jim Talbot** and was approved by Council Member **Bilton**. Council Member **Ritz** abstained because he did not attend the meeting.

PLANNING COMMISSION REPORT (Agenda Item #3)

Chairman Jim Young said two items were approved by the Planning Commission at a meeting held June 24, 2010:

1. The request for a minor amendment to the Nicholl's Nook final PUD master plan as well as an extension of one year for the conditional use permit was approved.
2. The Gardner Company's request for a special use permit to reconstruct portions of a retaining wall in excess of four feet in height in an NMU zone was also approved. The previous retaining wall collapsed as a result of the area being saturated because of an irrigation leak.

CONSIDERATION OF FINAL MASTER PLAN AMENDMENT TO NICHOLL'S NOOK SUBDIVISION AND AMENDMENTS TO RELATED DEVELOPMENT AGREEMENT (Agenda Item #4)

Mayor Harbertson explained that **Mr. Griffin** requested an extension of the conditional use permit for the Nicholl's Nook PUD in order to continue pursuing the development himself or to sell the project. In addition, the applicant is proposing a slight adjustment to the final PUD Master Plan. The Planning Commission approved both requests at their June 24, 2010 meeting.

Motion

Cory Ritz made a motion to approve an amendment to the Nicholl's Nook final PUD master plan and an extension of the conditional use permit for one (1) year with the following conditions:

1. Any further changes or amendments to the PUD master plan will need to be re-approved by the Planning Commission and City Council.
2. As per Chapter 8 (Conditional Uses), no more extensions may be filed for this conditional use permit. Any further extension shall require a new conditional use permit application.

Sid Young seconded the motion, and it was approved by Council Members **Bilton** and **Talbot**.

Findings for Approval

1. The number of units approved for the Nicholl's Nook PUD have not changed from the preliminary PUD master plan to the proposed amended final PUD master plan;
2. There has been no reduction in area designated for common open space;
3. There is no non-residential use proposed;
4. There is no increase to the ground coverage ratio by all buildings with the proposed amendment to the final PUD master plan;
5. The applicant has submitted the request to the Planning Department within the required timeline for a requested extension of the conditional use permit.

CONSIDERATION OF LOT LINE ADJUSTMENT REQUESTS (Agenda Item #5)

- **Noel Erasmus** – Adjustment between Lots 115 and 116 of Hughes Estates Subdivision

Noel Erasmus requested this adjustment which would transfer approximately one quarter acre from Lot 116 to Lot 115 and allow him to have singular maintenance of the no-build area. He plans to sell Lot 116 for future development.

- **Daniel Bohman** – Adjustment between Lots 147 and 301 of Somerset Farms

Daniel and **Catherine Bohman** would like to construct an addition to their home, but in order to meet the City's setback requirements, it is necessary for them to acquire land from the Somerset HOA (owners of Lot 301) and to receive an administrative variance from Farmington City.

Motion

John Bilton made a motion to approve both lot line adjustment requests. The motion was seconded by **Cory Ritz**, and it was approved by Council Members **Bilton**, **Ritz**, **Talbot** and **Young**.

CEMETERY FLAG POLE/VETERANS' MEMORIAL PROPOSAL (Agenda Item #6)

Three members of the American Legion were in attendance: **Jim Hefner**, **Bill Huber**, and **John Sheets**. **Mayor Harbertson** expressed appreciation for their efforts and the efforts of **Michael Nilson**, a current Planning Commission member and architect who designed the memorial proposal, and **Sherm Hoskins** who will assist in raising funds for the project.

Michael Nilson presented pictures and information regarding the proposed veteran's memorial in the City Cemetery. His proposal includes using an existing wall and adding three new flag poles and 40 individual granite tiles which will include space for 560 names, and additional plaques could be added in the future. The American Legion representatives expressed their enthusiasm for the project, and there was discussion regarding fundraising, the current flagpole location, and maintenance of the memorial. The Council approved the proposal and urged City staff, **Mr. Nilson** and others to move forward with the project and obtain an estimate of the cost for the memorial.

CEMETERY POLICY ISSUES (Agenda Item #7)

6-1 Future trading of lots – Brad Harris

The City has not typically been involved in the trading of burial lots; however, if lots became available, they have been and will continue to be sold by the City on a first come, first serve basis.

Repurchase of right to burials by City

Mr. Forbush explained that any burial site where no action has occurred in 60 years can be reclaimed by the City. This is a state law, and the City must give notice to the public which Farmington has recently done. If there is no response, the burial rights revert back to the City and can be resold. The Council discussed whether or not the cost of the lots should be increased.

Motion

Sid Young made a motion to authorize staff to amend the City's cemetery policies to increase the fee structure and allow for the repurchase of lots reclaimed by the City. The motion was seconded by **Cory Ritz** and approved by Council Members **Bilton** and **Talbot**.

Restriction of Sale of "Right to Burial" to residents only

There are only a few lots left in the City cemetery, some of which are single lots, and the Council decided it would be prudent to restrict the sale of lots to Farmington residents. Also, some of the lots which are available are only single lots.

Motion

Cory Ritz made a motion to authorize staff to develop a written policy for the sale of "right to burial" lots to Farmington residents. **John Bilton** seconded the motion, and it was approved by Council Members **Bilton** and **Talbot**.

REQUEST FOR PUBLIC STREET CLOSURE OF HIDDEN QUAIL COVE STREET FOR FUND-RAISING EVENT – CHAD & CARLA SMITH (Agenda Item #8)

Chad Smith, a Farmington resident, explained that one of his neighbors, **Lynette Thredgold**, is a violinist who has offered to do a neighborhood concert to raise money for the Cystic Fibrosis Foundation. A tentative date has been set (August 14, 2010), and he asked for input from the Council regarding the best way to host such an event. The Council discussed related issues such as adequate lighting and parking, access for the police and fire departments, and cleanup of the site. There is no City ordinance which prohibits such events, and the City receives frequent requests for this type of event.

Mr. Forbush proposed additional research and possibly establishing a policy regarding this type of event. When asked if he had considered a City park for the event, **Mr. Smith** replied that the costs to do so were prohibitive. The Council approved the event provided it is within a three-hour time frame and the concert ends by 10:00 p.m.

VERIZON REQUEST FOR CELL TOWER AT POLICE STATION SITE (Agenda Item #9)

Mr. Forbush pointed out that Verizon requested this cell tower previously, and the City prepared a lease agreement, and then Verizon decided against the tower. He asked if the Council would grant permission for them to try again. The Council discussed several issues including height, alternate sites, the market rate, and the amount of revenue to the City. **Mr. Forbush** said he would obtain a copy of the previous agreement and research some of these concerns.

CONSIDERATION OF ORDINANCE ANNEXING .43 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 1700 NORTH AND 1500 WEST AS REQUESTED BY GEORGE CLARK (Agenda Item #10)

Motion

Cory Ritz made a motion to extend this request until the September 7, 2010 City Council Meeting. The motion was seconded by **Jim Talbot** and approved by Council Members **Bilton** and **Young**.

(MINUTE MOTION APPROVING SUMMARY ACTION LIST (Agenda Item #11))

- 11-1. Ratification of Construction & Storm Water Bond Agreements
- 11-2. Approval of May's disbursement list
- 11-3. Approval of Public Improvements Extension Agreement with Martin & Judith Nielsen

- 11-4. **Authorization for Mayor to sign uninsured/underinsured coverage waiver as requested by URMMA**
- 11-5. **Declaration for 2006 Ford Wheeled coach (ambulance) as surplus property/authorization of its sale to Sunset City Fire Department for \$18,000**
- 11-6. **Approval of Flatrock Amended Easement Agreement**
- 11-7. **Approval of amended Haul Route Permit for Benchland Irrigation**
- 11-8. **Approval of request to be exempted from curbside recycling – Jack Lierman**

Motion

John Bilton made a motion to approve the items on the summary action list with the exception of **11-5** regarding the sale of the ambulance to Sunset City Fire Department. **Cory Ritz** seconded the motion, and it was approved by Council Members **Talbot** and **Young**.

ORDINANCE AMENDING 14-5-105 OF THE CITY CODE REGARDING STORING VEHICLES ON PUBLIC STREETS – FIRST READING (Agenda Item #12)

Mr. Forbush said staff is considering an ordinance to amend Section 14-5-105 of the City Code regarding the storing of vehicles on public streets. There are numerous complaints from residents each year regarding this issue, and it is even more critical in the higher density developments where the streets are narrow and there is less room for extra vehicles. The proposal is that residents may not park or store a boat, trailer, dumpster, or other similar conveyance or an inoperable, unlicensed or unregistered motor vehicle upon any public street within the City for more than a continuous 24-hour period. Also, an operable motor vehicle cannot be left on any public street within the City for more than a continuous 72-hour period. The Council discussed whether or not dumpsters should be included because residents may not have the facilities to handle debris during remodeling/construction. They asked **Mr. Forbush** to obtain additional information and consult with the City Attorney regarding his views on this issue.

RESOLUTION AMENDING CONSOLIDATED FEE SCHEDULE REGARDING SPECIAL USE FEES FOR BANDS IN PUBLIC PARKS AND SWIMMING POOL PUNCH PASS FOR CITY EMPLOYEES (Agenda Item #13)

Motion

Sid Young made a motion to amend the Consolidated Fee Schedule regarding special use fees for bands in City parks with an increase from \$25 to \$100 and to decrease the cost of a 20-punch pass for full-time and part-time City employees from \$54 to \$30. **Cory Ritz** seconded the motion, and it was approved by Council Members **Bilton** and **Talbot**.

CITY MANAGER'S REPORT (Agenda Item #14)

City Manager **Max Forbush** reported on the following items:

- He reminded the Council Members to attend the open house for the new building on Saturday, July 10th from 12:00 to 4:00 p.m. and encouraged staff members to attend as well.
- He gave an update of the proposed south Main Street well and said the renters have moved out of the old **Mary Meyers** home north of the community center. Most of the home will be demolished (except for the historic portion), and the City will submit a plan to the state and meet with adjacent property owners to discuss the process. City Engineer **Paul Hirst** explained that the rotary method will be used for drilling, and they hope to begin as soon as possible—the drilling may last a couple of weeks.

AWARD OF SLURRY SEAL BID (Agenda Item #15)

Motion

Cory Ritz made a motion to award the bid for the yearly Class “C” road sealing project in the amount of \$179,996.99—which includes a 5-year warranty—to Holbrook Asphalt Company. **John Bilton** seconded the motion, and it was approved by Council Members **Talbot** and **Young**.

MAYOR HARBERTSON & CITY COUNCIL REPORTS (Agenda Item #16)

Mayor Harbertson's Report

He asked the Council Members and their wives to help with the Festival Days breakfast at 7:00 a.m. and to wear their white shirts for the parade at 10:00 a.m.

Another open house will be held at the new City Hall on Wednesday, July 21, 2010 from 7:00 p.m. until 9:00 p.m. He asked if the City would like to have a ribbon cutting ceremony, and the Council decided to have one just prior to the City Council meeting on Tues., July 20, 2010.

There will be a silent auction for any surplus items from the City on Tuesday, July 27th from 5:00 to 7:00 p.m. He asked that the City Council members and their wives attend.

The new park in west Farmington will be open soon, and **Mr. Forbush** suggested a possible ribbon cutting. He will check with **Neil Miller** regarding a date and include information in the newsletter.

The state has a difficult time keeping up with all the maintenance on state roads--Class C road funds are limited. Options for additional funds are gas and sales tax (of food or all goods). The City would receive some funds from a gas tax, but all proceeds from a sales tax would go to the state. The final option would be a local sales tax.

There are currently no restaurant liquor licenses left in the state; however, there are 40 tavern licenses, and it is possible that the state may be agreeable to changing the tavern licenses to restaurant licenses.

He received an email from **Neil Miller** regarding an old bridge in north Farmington which is part of the trail system. He suggested that staff and the Council look at the bridge and possibly install a fence around it until it can be improved.

He suggested that it may be wise for the City to hire an independent computer firm to conduct audits on the computers. He said he has approximately 30 computers in his business, and about ten computers are randomly checked each month. **Mr. Forbush** suggested that it could be added to the City's personnel policies.

City Council Reports

- **Jim Talbot** mentioned that there are several screws protruding out of the concrete at the gated locations on the Lagoon Trail which may contribute to an accident. **Mr. Forbush** agreed to contact Lagoon regarding the matter.
- **Cory Ritz** said he did not approve of the ambulance sale, and he questioned why Farmington City would subsidize Sunset City. **Mr. Forbush** said he would contact Fire Chief **Larry Gregory** and request further details regarding the matter. **Mr. Ritz** also asked if parking a tanker truck (carrying hazmat materials) in a neighborhood overnight was within the City Code, and **Mr. Forbush** said he thought they were prohibited, but he was not sure.
- **Sid Young** gave a report of the League of Cities and Towns meeting and said there is an effort to include property tax redemptions (delinquent property taxes) in the certified tax rate. There is also a coalition considering the increase of development fees, and there may be a bill to change the various forms of government. He asked if an Agreement with **Jerry Stevenson** had been drafted and if an offer had been submitted to **Doug Allen**. **Mr. Forbush** replied that neither one had been done, but he would pursue the agreements.
- **John Bilton** said the Historical Preservation Commission would like to add Shepard Lane and Main Street to the new historic district. He said the **Alley Rose** home on north Main Street is owned by UDOT, and their plan was to demolish it. However, they may be willing to sell it for a reduced price. The City convinced UDOT to allow an additional 6 months to find a buyer. It could be a nice office for a professional, but significant issues include the lack of parking, a location which is too close to Main Street, and extensive renovation to the home. **Mr. Bilton** also suggested including a person from the HPC to assist with the wall arrangements in the new building. He asked if the Blomquist Hale Consulting report was legitimate, and **Mr. Forbush** said they provide occasional counseling and will conduct seminars upon request.

MISCELLANEOUS (Agenda Item #17)

Mr. Forbush requested feedback from the Council regarding personnel policies related to the use of City equipment by City employees. A Committee including **Mayor Harbertson, John Bilton,** and **Sid Young** has met with staff to determine the best route to take and how to handle the use of City resources. City Attorney **Todd Godfrey** said it is a difficult issue, and he suggested adopting some type of policy and having a liability waiver in place. The Council agreed that there are many different angles to this issue, and they advised further research and discussion concerning the issue.

ADJOURNMENT

Motion

Cory Ritz made a motion to adjourn the meeting. The motion was seconded by **John Bilton**, and it was approved by all Council members. The meeting was adjourned at 10:40 p.m.

Margy Lomax, City Recorder
Farmington City Corporation

CITY COUNCIL WORK SESSION/EAST CONFERENCE ROOM

PRESENT: *Mayor Scott Harbertson, Council Members John Bilton, Rick Dutson, Cory Ritz, Jim Talbot and Sid Young, City Manager Max Forbush, Assistant City Planner Glenn Symes, City Engineer Paul Hirst, City Finance Director Keith Johnson, Parks and Recreation Director Neil Miller, City Recorder Margy Lomax, and Recording Secretary Cynthia DeCoursey*

A ribbon-cutting ceremony was held in the new Farmington City building at 5:30 p.m. **Mayor Harbertson** gave a brief history of facts regarding the new building and expressed gratitude to all who assisted with the building. He welcomed those in attendance, including **Jim Smith** of the Chamber of Commerce, members of the Lakesiders Committee, and other City and County officials.

Mayor Harbertson began the work session at 6:05 p.m., **Jim Talbot** offered the opening prayer, and the following items were discussed:

Neil Miller, Parks & Recreation Director, requested feedback on the City's 2010 Festival Days held the previous week.

- Establish rules for candy and water.
- Storytelling event was successful; suggestion to locate the storytellers closer to the children.
- Marching bands are always popular.
- There were 90 entries, and the parade lasted approximately 1½ hours.
- The breakfast was very successful. The Davis School District offered the use of the kitchen at the school which worked out well.

Mr. Miller stated that he would like to have a Festival Days Chairman. The **Mayor** said a town hall meeting will be held on September 2, 2010, and the subject is volunteerism, which will be a good time to recruit a chairman and others to assist. The Council expressed gratitude to **Mr. Miller** and his staff for Festival Days and the landscaping of the grounds around the new building.

E & H Land (**Lance Evans**) submitted a letter to the City outlining the various options for a new storm drain line, the realignment of Park Lane, and a land exchange with the City and CenterCal. The Council discussed each of these items.

Glenn Symes reviewed a handout he prepared regarding public notice procedures which lists the various requirements for both subdivision and non-subdivision applications and whether they are reviewed by the Planning Commission or the City Council or both. He explained that the Commission has bylaws whereas the City Council does not. The Council discussed options such as posting a notice on the actual property, extending the area of mailing, and the timing and area of notice. Staff agreed to discuss other ideas and return at a later time with additional information.

Mr. Forbush said Robinson Waste Services, Inc. currently handles garbage collection for the City and have requested a contract extension. They provide great service to the City, and **Mr. Forbush** will locate past contracts and obtain information to present at the next Council meeting.

The following agenda items were also reviewed:

MINUTE MOTION APPROVING SUMMARY ACTION LIST (Agenda Item #6)

Mayor Harbertson discussed Item 6-3, an agreement with **FJ Parker** regarding the installation of a fence. The City is obligated to install a fence from the **FJ Parker** home going north to lot 105, and Haskell Homes will install the remainder of the fence. The City prefers a high quality fence, but Haskell Homes does not. **Mr. Forbush** suggested that the owner of Lot 105 may contribute to the cost of installing a higher quality fence.

AMENDED DEVELOPMENT AGREEMENT WITH CENTERCAL REGARDING STATION PARK (Agenda Item #7)

CenterCal has several issues with the Development Agreement entered into between them and the City. The main issue is the amount of impact fees (paragraphs 17 and 18), and this amended agreement addresses that issue. Also, paragraph 5 deals with the completion of the road which needs further review. **Mr. Forbush** said CenterCal feels they should be charged impact fee amounts which were set four years ago, and he recommended that the Council table the agreement to allow additional time to clarify paragraphs 5, 17 and 18.

REGULAR CITY COUNCIL/CITY CHAMBERS/CALL TO ORDER

***PRESENT:** Mayor Scott Harbertson, Council Members John Bilton, Rick Dutson, Cory Ritz, Jim Talbot and Sid Young, City Manager Max Forbush, Assistant City Planner Glenn Symes, City Engineer Paul Hirst, City Recorder Margy Lomax and Recording Secretary Cynthia DeCoursey*

Mayor Harbertson opened the meeting at 7:00 p.m. and welcomed those in attendance. **Cory Ritz** offered the invocation, and the Pledge of Allegiance was led by **John Bilton**.

PLANNING COMMISSION REPORT (Agenda Item #2)

Glenn Symes reported that there was only one agenda item—a flag lot request from **Merrill Law**. After much discussion and debate, the Commission tabled the item to allow staff and the applicant to agree on terms for the subdivision waiver. The Commission will review it again on July 29th, and the Council will review it in August. The option of obtaining additional property which was discussed in the staff report did not happen. Several residents who live west of the subject property attended the meeting.

**CONSIDERATION OF VACATION OF A PUBLIC UTILITY EASEMENT ON LOT 220
IN PHASE 2 OF THE POINT OF VIEW SUBDIVISION – RHETT JEFFERIES – 1172
Robyn Way (Agenda Item #3)**

Motion

Jim Talbot made a motion to approve the vacation of a recorded public utility easement on Lot 220 in Phase 2 of the Point of View Subdivision. The motion was seconded by **Rick Dutson**, and it was unanimously approved.

**REQUEST FROM STAPP CONSTRUCTION TO LEASE OLD CITY SHOP BUILDING
AND PROPERTY AT 42 NORTH 650 WEST (Agenda Item #4)**

Mr. Forbush said the City received a letter from Stapp Construction asking about the possibility of leasing the old City shop building and property and eventually buying the building. Mayor Harbertson recommended a denial of the request because the City shares a portion of the building with CenterCal, and a third party would complicate the use and scheduling of the building. If the City ever decided to sell the building, they do not want to sell it for a maintenance yard for a construction company.

Motion

Sid Young made a motion to deny Stapp Construction's request to lease the old City shop building and property at 42 North 65 West. The motion was seconded by **Jim Talbot**, and it was unanimously approved.

**PARK LANE COMMONS TRAIL PARK IMPACT FEE CREDIT ISSUE PERTAINING
TO CITY ENGINEERING COSTS (Agenda Item #5)**

Mayor Harbertson said developer **Rich Haws** is requesting an additional \$5,000 for a permit to extend the trail underneath Park Lane. He believes it is the City's responsibility and should not be part of the \$325,000 Park Impact Fee Chart set aside to use on the trail. However, the agreement clearly states: "The City shall provide reimbursement and/or grant credits against impact fees at the time they are due in the amount of \$325,000 for **all** costs and expenses related to the trail."

Motion

Rick Dutson made a motion not to amend the Development Agreement with Park Lane Commons allowing a credit of \$330,000 rather than \$325,000 and to authorize City Manager **Max Forbush** to inform **Rich Haws** of the Council's decision. **John Bilton** seconded the motion, and it was unanimously approved.

MINUTE MOTION APPROVING SUMMARY ACTION LIST (Agenda Item #6)

- 5-1 Ratification of Approvals of Construction & Storm Water Bond Agreement
- 5-2 Authorization to sell surplus ambulance to Sunset City for \$19,500
- 5-3 Approval of amendments to settle agreement with F. Jay Parker et al

Motion

Cory Ritz made a motion to approve the items on the Summary Action List with additional language on 5-3 which will authorize the **Mayor** and City staff to negotiate an agreement regarding fencing with **F. Jay Parker** and Haskell Homes to the satisfaction of both parties. **Rick Dutson** seconded the motion which was approved by all Council Members.

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT WITH CENTERCAL FOR STATION PARK (Agenda Item #7)

Mayor Harbertson explained that CenterCal has requested that the impact fees remain the same as the rates which were set four years ago when they began the development. This First Amendment is the City's attempt to compromise with CenterCal, and **Mr. Forbush** recommended that the Council table the agreement to allow additional time to clarify paragraph but authorize staff to compute building permits with impact fees based upon the agreed upon wording in paragraphs 17 and 18.

Motion

Cory Ritz made a motion to table the amended Development Agreement with CenterCal regarding Station Park and authorize staff to negotiate with CenterCal regarding building permits and impact fee rates as per paragraph 17 and 18 of the Agreement. **Jim Talbot** seconded the motion which was approved by all Council Members.

UTA/CITY TRAIL AGREEMENT (Agenda Item #8)**Motion**

Jim Talbot made a motion to table the UTA/City Trail Agreement so that paragraph 13 may be rewritten. **Rick Dutson** seconded the motion, and it was unanimously approved.

RESOLUTION AMENDING CITY CEMETERY RULES & REGULATIONS (Agenda Item #9)**Motion**

Sid Young made a motion to approve the Resolution amending the City Cemetery Rules & Regulations limiting the sale of burial rights to Farmington City residents. The motion was seconded by **Rick Dutson**, and it was unanimously approved.

RESOLUTION AMENDING THE CITY'S CONSOLIDATED FEE SCHEDULE PERTAINING TO THE SALE OF THE "RIGHT TO BURIAL" FEES AND THE REPURCHASE OF THE SAME BY THE CITY FROM INTERESTED PARTIES. (Agenda Item #10)**Motion**

John Bilton made a motion to approve the resolution amending the City's consolidated fee schedule pertaining to the sales of the "right to burial" fees and the repurchase of the same by the City from interested parties. The motion was seconded by **Sid Young**, and it was unanimously approved.

APPROVAL OF RESOLUTION WITH DAVIS COUNTY PLANNING RELATING TO CONDUCT OF COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (Agenda Item #10A)

Motion

Rick Dutson made a motion to approve the Resolution with Davis County Planning relating to the conduct of a community development block grant program. The motion was seconded by **Cory Ritz** and was unanimously approved.

CITY MANAGER'S REPORT (Agenda Item #11)

New City Hall Issues

Mr. Forbush reviewed proposed change order HGC 75 which includes credit allowances to the City in the amount of \$32,895 which is added to the contingency amount, and the revised contract amount/contingency increases from \$170,759 to \$186,722.00.

Motion

John Bilton made a motion to approve change order HGC76. **Jim Talbot** seconded the motion, and it was unanimously approved.

Maintenance proposal arranged by City Manager and Jim & Shellie Christensen

Mr. Forbush said the **Christensens** have cleaned the City Hall for several years and would like to continue cleaning the new building. In order to determine a fair price, staff used the square footage of the old building and applied the same price on the new building to determine a fair price. The **Mayor** and the Council approved a three-month informal agreement with the **Christensens** to allow staff to obtain at least two other price quotes to conduct additional research regarding a fair rate.

MAYOR HARBERTSON'S REPORT (Agenda Item #12)

1. City surplus sale will be held on Tuesday, July 27th from 5-7 p.m. **Cory Ritz** and **Jim Talbot** will be out of town.
2. The **Mayor** suggested that the freedom plaques could be displayed in the elected officials' room.
3. The Utah League of Cities and Towns Convention will be held on September 15-17, 2010 in Salt Lake City.

4. UDOT will be hosting open houses to discuss the alternatives concerning the West Davis Corridor. He encouraged the Council to offer comments and to attend the forums, particularly the one which will be held at the Legacy Center. The meetings will be held from 4:30 p.m. to 8:00 p.m. on the following dates:

- **Tuesday, August 3, 2010**
Sunset City Hall
- **Wednesday, August 4, 2010**
Kanesville Elementary School - West Haven
- **Thursday, August 5, 2010**
Legacy Events Center - Farmington

The **Mayor** met with **Dave Freed** of Lagoon regarding a home on 100 North Lagoon is planning to demolish. City Planner **David Petersen** is looking at possible options for the home, and he discussed with the **Mayor** the possibility of having construction classes from local high schools remodel the home. The City could supply some RDA money, and Lagoon could supply funding for necessary materials to restore the home. **Mr. Freed** said he would approve such a plan, but the City would be required to use the building. Other possible uses for the home were discussed.

The **Mayor** said a call center has expressed interest in leasing the old K-Mart building. They have no other locations in Utah, they provide six months of training, and they plan to hire up to 500 quality people. Some of the positives are that it would be near a daycare center, a country club and Station Park, and it may bring synergy to that section of the City. Negatives which were discussed: (1) a higher number of rentals in the area, (2) no tax income from this type of business, and (3) employees may not be able afford housing in the area. The Council requested that staff send a letter of support that does not obligate the City to anything and invite them to discuss their proposal with the City Council.

Mayor Harbertson said he had a discussion with a Zions Bank representative and expressed his disappointment in their lack of interest for Festival Days. He said Kaysville has been given \$100,000. They apologized and said there will be donations in the future.

CITY COUNCIL REPORTS (Agenda Item #13)

Jim Talbot

- The protruding screws on the Lagoon Trail have not been fixed. **Mr. Forbush** asked the Parks and Recreation Department to correct the problem, and he expects it will be completed soon.

Sid Young

- A neighbor suggested a trail around South Park, and the Trails Committee agreed that it would be a better option than having a trail along frontage road.
- He inquired about a fire in the foothills, and **John Bilton** said there was a small fire north of **Merrill Bean's** property which burned a couple of acres. The **Mayor** said two teenagers left backpacks containing numerous bottle rockets. Residents caught the teenagers and called the Fire Department who said they were minutes away from losing the entire hillside.
- The Golf course has scheduled a tournament which they would like to begin with a canon shot. **Mr. Forbush** suggest that they be advised to communicate with **Chief Hansen** regarding the request.

Rick Dutson

- He thanked the parks and recreation staff for a great job on Festival Days.
- He encouraged continued effort on the punch lists for the new building.
- A meeting of city officials said the recession is abating slightly.
- He met with **Craig Trottier** of CenterCal who showed him an elevation of the theaters, and he was impressed with the quality.
- A resident on 100 North has submitted a complaint about a neighbor who has three Doberman dogs. They have encroached onto the trail easement and have caused problems for some children in the neighborhood. The owners said the City gave them a variance for the three dogs. **Mr. Forbush's** advice was to have the residents submit a letter to the Davis County Animal Control regarding the problem.

Cory Ritz

- He asked about the City's policy regarding dangerous dogs in the City. **Mr. Forbush** said the City's policy is the same as the Davis County ordinance. Dangerous animals should be reported to Davis County Animal Control.

John Bilton

- He inquired about the water meters that Lagoon plans to install to track water usage. **Mr. Forbush** said they are installing \$25,000 of equipment from Neptune Technology Group, but their equipment will not determine peak flows. The City will continue to send them the monthly statements which include peak flows.
- He asked if **Jim Hansen** was satisfied as to why the water rate on his former campaign office is higher than his home. **Mr. Forbush** said the issue is with Central Davis Sewer and not the City.

MISCELLANEOUS (Agenda Item #14)

- There was discussion regarding the extension of a free right lane going into Station Parkway. UDOT's attitude is that there will be stacking in the land, and Park Lane will fail. They are willing to grant a permit for a 150-foot ingress lane; however, if and when stacking of more than 8 vehicles occurs, the City would be required to build an extension. An agreement is currently being prepared.
- **Mr. Forbush** explained that the Council would soon see agreements from UDOT for CRS to be construction managers for the D&RG trail. He recommended that the Council approve a local jurisdiction contract between UDOT and the City regarding construction management services for the trail. He said their plan is to build it this year.
- The **Mayor** said **Paul Hirst** is still interested in leasing a portion of the City Hall. The Council agreed that it had been advertised, and they authorized staff to prepare an agreement with **Mr. Hirst**.
- There was a brief discussion regarding a new roller coaster Lagoon will be installing in the year 2013-14 and about their possible north entrance.

ADJOURNMENT

Motion

Rick Dutson made a motion to adjourn the meeting. The motion was seconded by **Sid Young**, and it was approved by all Council members. The meeting was adjourned at 8:40 p.m.

Margy Lomax, City Recorder
Farmington City Corporation

CITY COUNCIL AGENDA

- ☐ Appointments, Hearings, Etc.
- ☐ Discussion Items - Recommendations
- ☐ Reports

For Council Meeting:
August 3, 2010

Petitioner _____

S U B J E C T: Fire Department Service Awards - Joe Wilcox and Wayne Goodfellow

ACTION TO BE CONSIDERED:

It is requested that Mayor Harbertson and Chief Gregory present a 40-year service award for the Utah State Fire Association to Joe Wilcox and to present the 10-year ring award to Wayne Goodfellow for his years of service.

GENERAL INFORMATION:

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

CITY COUNCIL AGENDA

- ☐ Appointments, Hearings, Etc.
- ☐ Discussion Items - Recommendations
- ☐ Reports

For Council Meeting:
August 3, 2010

Petitioner _____

S U B J E C T: Planning Commission Report

ACTION TO BE CONSIDERED:

GENERAL INFORMATION:

Please see enclosed Planning Commission Agenda and related information. The Planning Commission Chair or staff will be present to give the report.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

CITY COUNCIL AGENDA

- [] Appointments, Hearings, Etc.
- [] Discussion Items - Recommendations
- [] Reports

For Council Meeting:
August 3, 2010

Petitioner _____

**SUBJECT: Request authorization to hold bike race in downtown Farmington on
Thursday, August 26, 2010, from 5:00 - 8:20 p. m. - Tyler Servoss**

ACTION TO BE CONSIDERED:

Minute motion approving Tyler's request as written in the enclosed correspondence.

GENERAL INFORMATION:

Also, please see enclosed route map.

SAT in Sept
Permit through May
• Insurance
• Police overtime
3yrs
w/o automatic
extension to
night
high
@ current
price
instant
1000

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

Max Forbush

From: Tyler Servoss [velo11@gmail.com]
Sent: Thursday, July 29, 2010 2:38 PM
To: mforbush@farmington.utah.gov
Subject: Re: City Council Meeting

Please see the attached for an idea. It is the same route the festival days race has used for years.
Tyler Servoss
801-425-4535

On Thu, Jul 29, 2010 at 12:11 PM, Max Forbush <mforbush@farmington.utah.gov> wrote:

Tyler,

I will put you on the agenda. Please be aware that the course of the proposed race will need to be evaluated by City Public Safety and Risk Management staff. I would be helpful to know the route you are thinking about ahead of the meeting so staff can more adequately address any issues that might arise.

Max

From: Tyler Servoss [mailto:velo11@gmail.com]
Sent: Thursday, July 29, 2010 12:19 AM

To: mforbush@farmington.utah.gov
Subject: Re: City Council Meeting

Hello All,

I have been involved in the planning and execution of the Festival Days family bike race for several years. We have had some very successful events with our best participant numbers and experience yet this year. I have a desire to promote Farmington city, it's businesses and community. A great way to do this is to host a competitive bicycle race.

I am the promoter of a week night training race being held at the DATC in Kaysville and would like to propose the finale of this series being held on the family bike race course on Thursday August 26th from 5:00-8:20 p.m.

This event would have 60-80 cyclist competing in several categories over this 3 hour time block.

7/29/2010

This event would serve as a test to determine whether a larger event is feasible in the future.

My intent in meeting with the council is to discuss the possibility of staging this race, and the provisions I have in mind to minimally impact residents along the race course and the benefits to the city.

This can best be discussed in person and I would be pleased if I could discuss this with you for 10 minutes or so at the next city council meeting.

Tyler Servoss
801-425-4535

On Wed, Jul 28, 2010 at 5:31 PM, Max Forbush <mforbush@farmington.utah.gov> wrote:

Yes you can but please send back a letter or e-mail explaining your proposal or item of discussion for the agenda. The City Council does not like to go into an agenda item discussion without knowing the intent and background and/or nature of request of the person wanting to be on the agenda.

Max Forbush

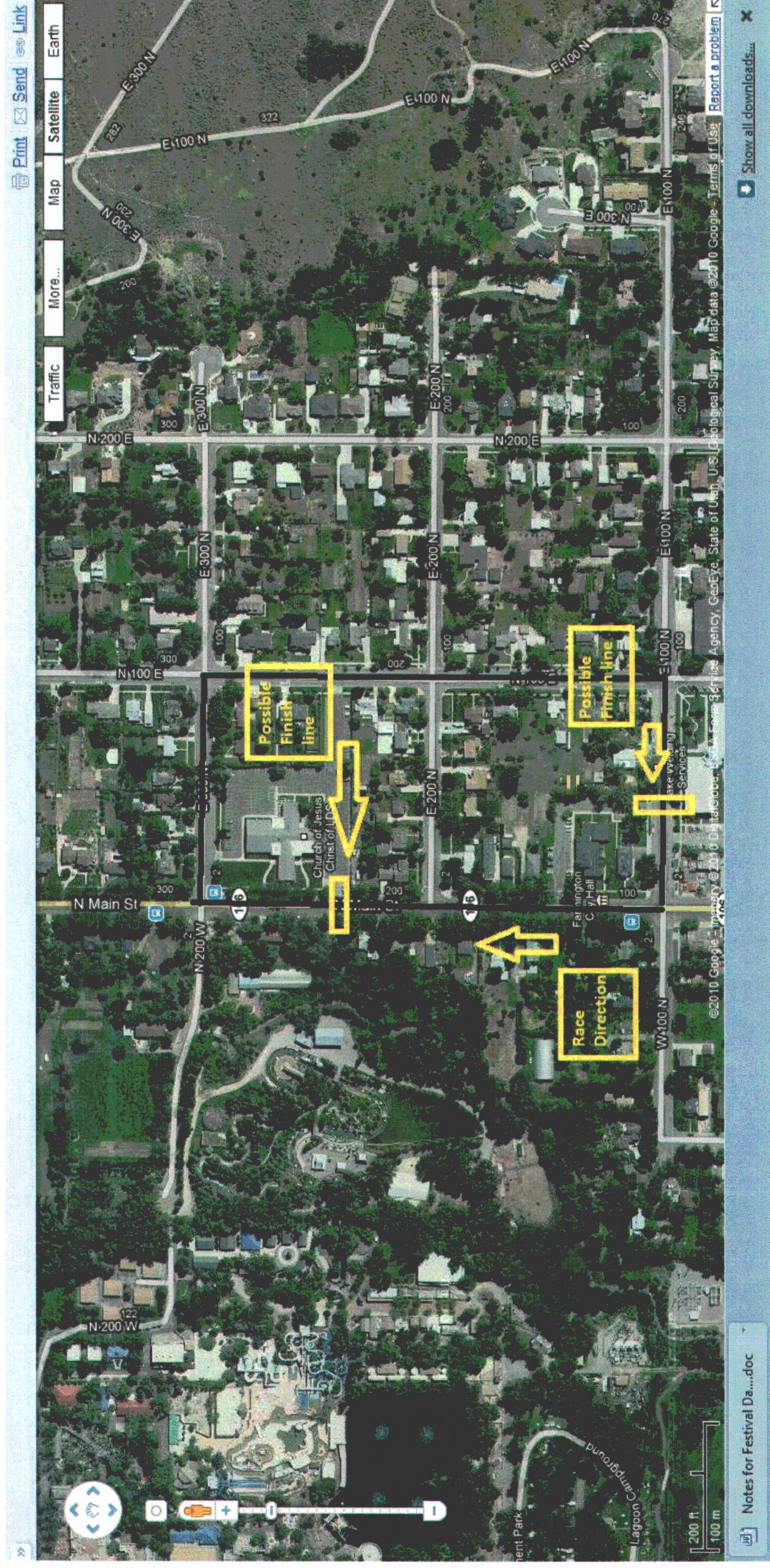
From: Tyler Servoss [<mailto:velo11@gmail.com>]
Sent: Wednesday, July 28, 2010 3:35 PM
To: mforbush@farmington.utah.gov
Subject: City Council Meeting

Hello Max,

May I get a place on the August 3rd meeting agenda to propose and discuss a bicycle race?

Tyler Servoss
801-425-4535

7/29/2010



CITY COUNCIL AGENDA

- ☐ Appointments, Hearings, Etc.
- ☐ Discussion Items - Recommendations
- ☐ Reports

For Council Meeting:
August 3, 2010

Petitioner _____

S U B J E C T: Garbage Collection Contract Extension Request

ACTION TO BE CONSIDERED:

Minute motion approving a one-year extension of the current contract for garbage collection with Robinson Waste Collection.

GENERAL INFORMATION:

It has been recommended by the City Attorney that next year a request for proposals should be mailed out allowing others to have the opportunity to provide the service.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

EXTENSION AGREEMENT

THIS EXTENSION AGREEMENT is made and entered into as of the 3rd day of August, 2010, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the "City," and **ROBINSON WASTE SERVICE, INC.**, a Utah corporation, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, Contractor and the City have previously entered into that certain Solid Waste Collection Agreement, dated July 1, 2004, which was extended by the parties for a three (3) year term beginning July 1, 2007; and

WHEREAS, the City, for administrative and fiscal reason, desires to extend the contract for one more term of one (1) year, beginning July 1, 2010 and ending June 30, 2011; and

WHEREAS, Contractor is willing to sign the extension with the City subject to the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Extension of Term.** The term of that certain Solid Waste Collection Agreement date July 1, 2004, and extended by the parties to July 1, 2007, is hereby extended to terminate on June 30, 2011.

2. **Rates.** The charges and rates for this service during the extension period, shall be as follows:

16. **CHARGES, RATES, ETC.** The City shall pay the Contractor in accordance with the following monthly charges and rates:

a. **Basic Service Charges and Rates:**

Standard Residential Rate

- (1) One Container - \$3.98 per month.
- (2) Each additional container - \$1.75 per month.

Other Charges and Rates

- (1) Special Haul Service for Parks and Community Buildings and Facilities. Contractor shall provide weekly waste collection service for all public parks and community buildings and facilities within

the City at various City sites shown on Exhibit "B" attached hereto and by this reference made a part hereof, for the sum of \$488 per month. In addition, upon request from the City, park and other facility dumpsters must also be picked up within 24 hours. Contractor shall pay all tipping fees for all City dumpster loads. In the event additional dumpsters are added to Exhibit "B" after date hereof, Contractor and City shall negotiate an increase in fees mutually satisfactory to the parties to cover the cost of picking up those additional dumpsters.

- (2) Contractor shall provide two additional pick-up dates for every residence in the City on dates to be agreed to by the parties at no additional cost to the City.

3. **Other Terms and Provisions Not Affected.** All other terms and provision of that certain Agreement dated July 1, 2004, shall remain in full force and effect, without amendment or alteration.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first hereinabove written.

"CITY"

FARMINGTON CITY

ATTEST:

City Recorder

By: _____
Mayor

"Contractor"

Robinson Waste Services, Inc.

By: _____
Its: _____

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the _____ day of _____, 2010, personally appeared before me Scott Harbertson who being duly sworn, did say that he is the Mayor of **FARMINGTON CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Scott Harbertson acknowledged to me that the City executed the same.

Notary Public

ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF DAVIS)

On the _____ day of _____, 2010, personally appeared before me Steve Robinson who being by me duly sworn did say that he is the _____ of Robinson Waste Services, Inc., and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors; and they acknowledged to me that said corporation executed the same.

Notary Public

EXTENSION AGREEMENT

THIS EXTENSION AGREEMENT is made and entered into as of the 3rd day of August, 2010, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the "City," and **ROBINSON WASTE SERVICE, INC.**, a Utah corporation, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, Contractor and the City have previously entered into that certain Solid Waste Collection Agreement, dated July 1, 2004, which was extended by the parties for a three (3) year term beginning July 1, 2007; and

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WHEREAS, Contractor is willing to sign the extension with the City subject to the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

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2. **Rates**. The charges and rates for this service during the extension period, shall be as follows:

16. **CHARGES, RATES, ETC.** The City shall pay the Contractor in accordance with the following monthly charges and rates:

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- (2) Each additional container - \$1.75 per month.

Other Charges and Rates

- (1) Special Haul Service for Parks and Community Buildings and Facilities. Contractor shall provide weekly waste collection service for all public parks and community buildings and facilities within

the City at various City sites shown on Exhibit "B" attached hereto and by this reference made a part hereof, for the sum of \$488 per month. In addition, upon request from the City, park and other facility dumpsters must also be picked up within 24 hours. Contractor shall pay all tipping fees for all City dumpster loads. In the event additional dumpsters are added to Exhibit "B" after date hereof, Contractor and City shall negotiate an increase in fees mutually satisfactory to the parties to cover the cost of picking up those additional dumpsters.

- (2) Contractor shall provide two additional pick-up dates for every residence in the City on dates to be agreed to by the parties at no additional cost to the City.

3. **Other Terms and Provisions Not Affected.** All other terms and provision of that certain Agreement dated July 1, 2004, shall remain in full force and effect, without amendment or alteration.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first hereinabove written.

"CITY"

FARMINGTON CITY

ATTEST:

City Recorder

By: _____
Mayor

"Contractor"

Robinson Waste Services, Inc.

By: _____
Its: _____

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the ____ day of _____, 2010, personally appeared before me Scott Harbertson who being duly sworn, did say that he is the Mayor of **FARMINGTON CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Scott Harbertson acknowledged to me that the City executed the same.

Notary Public

ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF DAVIS)

On the ____ day of _____, 2010, personally appeared before me Steve Robinson who being by me duly sworn did say that he is the _____ of Robinson Waste Services, Inc., and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors; and they acknowledged to me that said corporation executed the same.

Notary Public

Robinson Waste Services, Inc.
2719 North Fairfield Road
Layton Utah 84041
Phone (801) 825-3800 Facsimile (801) 825-3850

July 30, 2010

Max Forbush
Farmington City
130 N Main
Farmington UT 84025

Re: Garbage Contract Extension

Dear Max,

Please accept my request to extend the garbage contract at our current rate with a review after Year 1 of 3. As in the past, any rate amendment request would require city approval.

Service is going very smooth. We remain committed to providing the highest quality service available at fair and reasonable rates.

We appreciate very much the opportunity to partner with Farmington City in providing these services and enjoy our association.

Sincerely,

Steve Robinson
Robinson Waste Services, Inc.

Termination of this Agreement as herein provided shall not release the Contractor of its liability to the City for breach of this Agreement.

b. In the event the City determines to declare Contractor in default, it may elect to hire another Contractor to provide Solid Waste Collection and Disposal Services until matters relating to the default are resolved. Should the City make such an election, it shall notify the Contractor thereof in writing. Any and all operating expenses incurred by the City in so doing shall be paid by the Contractor. In the event of such election, third party liability of the Contractor shall terminate insofar as the same arises from tortious conduct in operation of the collection services.

c. Notwithstanding anything herein to the contrary, the City shall have the right to terminate this agreement at any time in the event Contractor fails to maintain and/or operate the Contractor's trucks and equipment in such a manner that it will not scrape, peel, gouge or otherwise damage the approved garbage containers owned by the City.

34. NUMBER OF COPIES. This Agreement may be executed in any number of counterparts, all of which shall have full force and effect of an original for all purposes.

35. LAW TO GOVERN. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

36. MODIFICATION. This Agreement constitutes the entire agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties hereto. The parties have the right to extend or renew the term of this Agreement by mutual written agreement at any time prior to the termination hereof.

37. RIGHT TO REQUIRE PERFORMANCE. The failure of the City at any time to require performance by the Contractor of any provisions hereof shall in no way affect the right of the City thereafter to enforce the same. Nor shall waiver by the City or any breach of any provisions hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

38. POINT OF CONTACT. All dealings, contacts, etc., between the Contractor and the City shall initially be directed by the Contractor to the City Manager.

39. ILLEGAL PROVISIONS. If any provision of this Agreement shall be declared illegal, void, or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

40. NOTICE. A letter addressed and sent by certified U.S. mail to either party at its business address shown hereinabove or delivered personally shall be sufficient notice whenever required for any purpose in this Agreement.

CITY COUNCIL AGENDA

- ☐ Appointments, Hearings, Etc.
- ☐ Discussion Items - Recommendations
- ☐ Reports

For Council Meeting:
August 3, 2010

Petitioner _____

S U B J E C T: Minute Motion Approving Summary Action List

- 7-1. Authorization for Mayor to sign revised UTA Agreement, as enclosed. This was previously passed in June. UTA was not happy with the changes to paragraph 13b. A compromise has been reached and included in the language and is ready for Governing Body approval.
- 7-2. Approval of Addendum C to Inter-local Agreement with Davis School District as attached.
- 7-3. Approval of Computer Maintenance Network Service Agreement with TecServ, Inc.
- 7-4. Approval of Audit Engagement Letter.
- 7-5. Ratify previous approval of UDOT Engineering Contract with CRS Engineers for construction management services of D&RGW Rail to Trails Project.
- 7-6. Authorize purchase of 30 stacking chairs for the Community Room (\$5,010) and approval of Change Order with General Communications to install audio/visual into Conference Room #3 (\$1,800).

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

INTERLOCAL AGREEMENT REGARDING THE DEVELOPMENT AND OPERATION OF A RAIL TO TRAILS PROJECT ON THE UTA-OWNED DENVER & RIO GRANDE WESTERN RAILROAD CORRIDOR

This Interlocal Agreement (the "Agreement") Regarding the Development and Operation of a Rails to Trails Project on the Denver & Rio Grande Western Railroad Corridor (the "DRGW Corridor") is entered into as of the 15 day of June 2010 by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah ("UTA") and FARMINGTON CITY CORPORATION, a municipal corporation organized under the laws of the State of Utah (the "City"). UTA and the City are hereafter sometimes collectively referred to as "parties," and either may be referred to individually as "party," all as governed to the context in which such words are used.

RECITALS

WHEREAS, UTA purchased the DRGW from Union Pacific Railroad Company ("UP") on September 20, 2002;

WHEREAS, UP filed a Notice of Exemption with the United States Surface Transportation Board ("STB") seeking to abandon approximately 23.69 miles of the DRGW Corridor, and UTA filed a subsequent letter requesting that the STB issue a Notice of Interim Trail Use (the "NITU") regarding the DRGW Corridor pursuant to the National Trails Act (16 U.S.C. § 1247(d) and 49 CFR § 1152.29);

WHEREAS, the STB granted the NITU, suspending the abandonment proceeding and designating an interim use of the DRGW Corridor as a public trail;

WHEREAS, UTA and the City have cooperated to finance, design, construct and deliver a public trail the City will install, operate and maintain according to the terms and conditions set forth in the Agreement;

WHEREAS, the NITU (and therefore the use of the trail) is subject to the future restoration of rail service on the DRGW Corridor;

WHEREAS, the parties wish to acknowledge and confirm their respective agreements regarding the trail.

AGREEMENT

NOW, THEREFORE, on the stated Recitals, which are incorporated herin by reference, and for and in consideration of the mutual covenants and agreements hereafter set forth, the mutual benefits to the parties to be derived herefrom, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

1. Purpose of Agreement. The parties are cooperating in a joint project to finance, design, construct, install, operate and maintain a public trail (the "Trail") on a portion of the DRGW

Corridor. The Trail will be a paved pedestrian corridor. The Trail is to be located on the UTA owned right-of-way. The parties have secured an enhancement grant through UDOT to design and construct this portion of the trail. UDOT and The City will separately enter into a Cooperative Agreement specifying the respective roles in administering the grant and other monies and designing and construction a portion of the trail which will be coordinated with UTA. Upon Completion of construction, the City will assume sole responsibility to operate and maintain those portions of the Trail located within the jurisdictional limits of the City.

2. Portions of Trail within the City. That portion of the Trail to be constructed within the jurisdictional limits of the City is approximately 2 miles long and extends from approximately milepost 760.15 to approximately milepost 762.08. This is a part of a larger project intended to extend the Trail the full length of the DRGW Corridor. The City will not have responsibility with respect to any portions of the Trail that are not constructed within the jurisdictional limits of the City.
3. Scope of use for Trail. The Trail will be open to the public for pedestrian use and will also be available to bicyclists and similar compatible uses (excluding motor vehicle uses). The future scope of use may include an equestrian component, but UTA shall have the right to review and retain the right to terminate the equestrian use by delivering a ~~30~~⁶⁰-day written notice to the City.
4. Grant for Trail Design and Construction. In order to design, construct and install the Trail, the parties have secured a Congestion Mitigation/Air Quality ("CMAQ") grant in the amount of \$_____ through the Utah Department of Transportation ("UDOT"). The City shall provide funds in the amount of \$_____. The CMAQ grant will be administered by UDOT. UTA will use the DRGW Corridor for any in-kind local match and be responsible for complying with any federal, state or local grant requirements.
5. Design Review. UDOT is the principal contracting entity with respect to the design consultant retained to perform design and engineering work for the Trail. As a subgrantee to UDOT, UTA is also a signatory to such contract. UTA and The City have coordinated the design review process both Parties approved the final design drawings that were included in the bid packages for project construction. The final approved design drawings are attached as Exhibit "A" to this Agreement.
6. Construction; Coordination with Contractor. UDOT is the principal contracting entity with respect to the contractor who will install the Trail in the DRGW Corridor. UTA being the property owner, will coordinate the contractor's access for the DRGW Corridor. The City shall have no obligations to contractor and shall have no responsibility or liability to third parties for the acts of omissions of the contractor.
7. Inspection of Contractor's Work. When the contractor indicates that Trail construction is substantially complete under the terms of the construction contract, UDOT, UTA and the City will conduct a joint inspection and walk-through of the construction site. As the party who will ultimately be responsible for operating and maintaining the Trail, the City shall have the right to object to any portions of the contractor's work which the City deems

defective or non-compliant with the construction contract. At the completion of the inspection, UDOT, UTA and the City will develop a mutually-agreeable punchlist of open items which the contractor must satisfactorily complete prior to final acceptance of the construction work. UDOT shall cause the contractor to complete the open items in accordance with the approved punchlist.

8. City to Operate Trail. Beginning upon substantial completion of the Trail and continuing thereafter until the expiration or termination of this Agreement, the City agrees to maintain the Trail and UTA corridor as part of the City's parks and recreation program. Beginning at substantial completion, the City shall assume sole responsibility for operating and maintaining the Trail. This shall include responsibility for posting and enforcing rules and ordinances related to use of the Trail. This shall include maintaining, repairing, replacing, and reconstructing all pavements, fencing, signage, landscaping or other improvements installed as part of the Trail as well as the railroad corridor, such responsibility to continue throughout the term of this Agreement and until rail use is reactivated. This shall also include performing any law enforcement, security monitoring or other activities necessary to protect persons and property on the Trail.
9. License to Operate Trail. UTA hereby grants the City a license allowing the City to operate and maintain the Trail, as contemplated in the design drawings attached as Exhibit "A" to this Agreement. The license is subject to the terms and conditions of this Agreement. The scope of the license shall not include any improvements that are not specifically necessary for the Trail including, without limitation, the installation of public utility crossings or drainage facilities upon, under, along or within the DRGW Corridor. Any out of scope uses requested by the City shall be considered pursuant to a separate licensing process.
10. Maintenance Standard. The City agrees to maintain all Trail improvements in a good and workmanlike manner and in a manner consistent with the City's other public parks and trails. All maintenance shall be performed consistent with the laws, rules, regulations, ordinances or other requirements of any governmental authority having jurisdiction with respect to the DRGW Corridor. *Generally, Farmington City does not perform snow removal services on the City's paved trails.*
11. Work to be Performed by City after Initial Installation. Upon completion of the Trail, the City will be responsible for all subsequent work required to maintain the Trail to the standards contemplated in this agreement. The parties acknowledge that the historic use of the DRGW Corridor as a railroad right-of-way requires the implementation of certain requirements, standards and restrictions related to work to be performed by the City. The City agrees to cause the preparation of detailed plans and specifications with respect to any non-routine work to be performed by the City including, without limitation, any work involving the proposed excavation or penetration of surface soils. UTA shall have the right to review and approve such plans and specifications. In addition, the City agrees to comply with requirements, standards and restrictions set forth in Exhibit "A" to this Agreement (Exhibit "A" is attached hereto and incorporated into and made a part of this Agreement by reference). As used in Exhibit "A", the term "Work" shall mean any activities performed by the City subsequent to the initial installation including, without limitation, any subsequent maintenance, repair, replacement or reconstruction performed by the City.

12. Environmental Covenant. Unless specifically approved in writing by UTA, the City hereby covenants not to cause or permit the introduction, usage, storage or release of any hazardous materials on or adjacent to the DRGW Corridor. As used in this Agreement, the term "hazardous materials" means any pollutants, toxic substances, hazardous wastes, hazardous substances, oils of any kind or in any form (including petroleum, fuel oil, diesel oils, crude oil or any fraction thereof), and any other substances defined in or pursuant to the Resource Conservation and Recovery Act, the Comprehensive Response, Compensation and Liability Act, the Federal Clean Water Act, the Federal Clean Air Act, the Toxic Substance Control Act, or any other federal, state or local environmental laws, regulation, ordinance, rule or bylaw, as such are amended from time to time, whether existing as of the date hereon, previously enforced or subsequently enacted. Notwithstanding the foregoing, the materials listed on Exhibit "B" to this Agreement may be applied on the DRGW Corridor in accordance with good practice.
13. Allocation of Liability. Each party shall perform the obligations it has assumed under the Agreement in a reasonable manner and in compliance with all applicable laws. Liability for any costs, liabilities, judgments, fines, fees (including attorneys' fees) or other losses (hereafter collectively "Losses") arising from the Trail shall be allocated as follows:
- 13.1. Each party shall be liable and responsible for any Losses arising from or in connection with its respective breach of the obligations assumed under this Agreement.
 - 13.2. UTA shall not be liable or responsible for any Losses arising from or in connection with the construction, operation and maintenance of the Trail including, without limitation, Losses related to the death or injury of trail users or third parties or the damage to property.
 - 13.3. UTA shall remain liable and responsible for any Losses connection to the existing environmental condition of the DRGW Corridor. The City shall be liable and responsible for any Losses related to any exacerbation of existing environmental conditions affected by the City's breach of its obligations under this Agreement including, without limitation, the City's violation of the covenant contained in Section 12 of this Agreement.
 - 13.4. All other Losses shall be allocated as otherwise provided by applicable law.
 - 13.5. In cases where a lawsuit, enforcement proceeding, administrative hearing or other adjudicative proceeding is commenced against either party for or on account of Losses for which the other party may be solely or jointly liable under this Agreement, the party thus served shall give the other party timely written notice of the pendency of such proceeding, and thereupon the party so notified shall assume or join in the defense thereof. Neither party shall be bound by any judgment against the other party unless it shall have been so notified and shall have reasonable opportunity to assume or join in the defense of the action.

- 13.6. Nothing provided in this Agreement is intended to waive, modify, limit or otherwise affect any defense or provisions that the parties may assert with respect to any third party under Title 63, Chapter 30d of the Utah Code as amended, under Title 57, Chapter 15 of the Utah Code as amended and/or other applicable laws.
14. Default. A party shall be deemed in default of this Agreement upon the failure of such party to observe or perform a covenant, condition or agreement on its part to be observed or performed, and the continuation of such failure for a period of 30 days after the giving of written notice by the non-defaulting party, which notice shall specify such failure and request that it be remedied; provided, however, that if the failure stated in such notice cannot be corrected within the applicable period, it shall not give rise to a default hereunder if corrective action is instituted within the 30-day period and thereafter diligently pursued until such failure is corrected. In the event of a default hereunder, the non-defaulting party shall have a breach of contract claim remedy against the defaulting party in addition to all the other remedies provided or permitted by law, provided that no remedy which would have the effect of amending or termination any provisions of this Agreement shall become effective without formal amendment of this agreement.
15. Term. This Agreement shall be effective when fully executed by both parties. Subject to the provisions for termination as provided in Section 16 below, this Agreement shall continue in full force and effect for an initial term of 25 years. Provided that neither party is in default with respect to this Agreement, this Agreement shall automatically renew for an additional term of 25 years, provided that neither party has delivered (within the 180 days immediately preceding expiration of the initial term) written notice of its intent to terminate the Agreement upon expiration of the initial term.
16. Termination. This Agreement and the Trail contemplated hereunder are both subject to recommencement of rail operations within the DRGW Corridor at any time. Notwithstanding the Term of this Agreement or any other provision of this Agreement, UTA shall have the right to terminate this Agreement, at its sole option, and without recourse on the part of the City, in the event that freight or public transit operation are commenced (or construction with respect to freight or public transit improvements commences) in the DRGW Corridor.
17. Effect of Termination. In the event that this Agreement expires or is terminated prior to expiration, the City shall peacefully surrender its use of the DRGW Corridor and the DRGW Corridor shall cease to be used as a City Trail. UTA, at its expense, may thereafter remove all property constructed upon the DRGW Corridor as part of the Trail.
18. Notices. Any notice, demand, request, consent, submission, approval, designation or other communication which either party is required or desires to give under this Agreement shall be made in writing and delivered to the other party at the addresses set forth below or at such other addresses as such party may provide in writing from time to time. All notices shall be hand delivered, mailed (by first-class mail, postage prepaid) or delivered by courier service as follows:

If to UTA
Utah Transit Authority
Attn: Property Management Department
669 West 200 South
Salt Lake City, Utah 84101

With a Copy to
Utah Transit Authority
Attn: General Counsel's Office
3600 South 700 West
Salt Lake City, Utah 84119

If to the City
Farmington City
Attn: City Recorder

With a Copy to
Farmington City
Attn: City Attorney

-
-
19. Non-Waiver. No covenant or condition of this Agreement may be waived by either party unless done so in writing by such party. Forbearance or indulgence by either party in any regard whatsoever shall not constitute a waiver of the covenants or conditions to be performed by the other party.
20. Severability. In the event any one or more of the provisions contained in this Agreement are for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provisions of the Agreement. This Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
21. Governing Law. The validity, interpretation and performance of this Agreement and all provisions hereof shall be interpreted in accordance with the laws of the State of Utah, without regard to its law on the conflict of laws. Any dispute arising out of this Agreement that cannot be resolved to the satisfaction of the parties shall only be brought in the District Court of Salt Lake County, Utah, which shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.
22. No Third-Party Beneficiaries. There are no intended third party beneficiaries to this Agreement. It is expressly understood that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the parties, and nothing contained in this Agreement shall give or allow an claim or right of action by any third persons under this Agreement. It is the express intention of the parties that any third person who receives benefits under this Agreement shall be deemed an incidental beneficiary only.
23. Entire Agreement; Amendment. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and no statements, promises or inducements made by either party or agents of either party that are not contained in this Agreement shall be binding or valid. This Agreement may not be amended, enlarged. Modified or altered except through a written instrument signed by both parties.

24. Interlocal Act Requirements. In satisfaction of the requirements of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, and in connection with this Agreement, the parties agree as follows:

- 24.1. This Agreement shall be authorized by resolution or ordinance of the governing body or each party.
- 24.2. This Agreement shall be approved as to form and legality by a duly authorized attorney on behalf of each party.
- 24.3. A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each party.
- 24.4. Prior to the expiration of the term of this Agreement pursuant to Section 15 of this Agreement, this Agreement may only be terminated by and upon the express written consent of the parties or as otherwise set forth in Section 15.
- 24.5. Except as otherwise specifically provided in this Agreement or in any of the documents incorporated herein, any real or personal property acquired by either party, or by the parties jointly, pursuant to this Agreement shall be acquired and held, and disposed of by such party upon termination of this Agreement as agreed between the parties or as otherwise required by applicable local, state and federal law.

IN WITNESS WHEREOF, the parties have each executed this Interlocal Agreement Regarding the Development and Operation of a Rails to Trails Project on the Denver & Rio Grande Western Railroad Corridor as of the date first set forth above.

UTAH TRANSIT AUTHORITY

FARMINGTON CITY CORPORATION

By: _____
John English, General Manager

By: _____
Name:
Title:

By: _____
Michael Allegra, Chief Capital
Development Officer

ATTEST AND COUNTERSIGN:

CITY RECORDER

APPROVED AS TO FORM AND LEGALITY

APPROVED AND REVIEWED AS TO
PROPER FORM AND COMPLIANCE WITH
APPLICABLE LAW

UTA General Counsel's Office

Farmington City Attorney's Office

EXHIBIT "A"

DESIGN DRAWINGS FOR TRAIL
[INSERT DRAWINGS CONTAINED IN BID DOCUMENTS]

EXHIBIT "B"

RESTRICTIONS ON MAINTENANCE, REPAIR, RECONSTRUCTION AND OTHER WORK TO BE PERFORMED BY THE CITY IN THE DRGW CORRIDOR

- A. In the prosecution of the Work, the City shall comply with all applicable federal, state and local laws, regulations and enactments. If any failure by the City to comply with any laws, regulations and enactments shall result in a fine, penalty, cost or other charge being assessed, imposed or charged against UTA the City shall assume responsibility for and, if necessary, reimburse UTA for any such fine, penalty, cost or charge including, without limitation, attorneys' fees, court costs and expenses. The City further agrees in the event of any such action, upon written notice thereof being provided by UTA, to defend such action free of cost, charge or expense to UTA. UTA shall have the right, but not the obligation, to observe any and all Work performed in or materially affecting the DRGW Corridor pursuant to this Agreement to ensure that the DRGW Corridor is adequately protected.
- B. The City acknowledges that the DRGW Corridor is subject to arrangements with the Utah Department of Environmental Quality ("UDEQ") and the United States Environmental Protection Agency ("EPA"). Pursuant to such arrangements, UTA is required to characterize any excavated soil that appears to be (or has the potential to be) contaminated and to handle and dispose of any such soil in compliance with applicable state and federal laws. Under these arrangements, UTA is not required to excavate any soil except as required for its rail construction activities in the DRGW Corridor. Accordingly, any excavation performed by the City exposes UTA to potential environmental liability that would not otherwise be present. Prior to commencing any Work involving excavation or other activities involving the penetration of the DRGW Corridor, the City shall cause to be prepared and submitted to UTA detailed engineering drawings showing the proposed Work and identifying the proposed area of excavation or penetration. The proposed Work may not be performed without the expressed written consent of UTA, which consent may be withheld at UTA's sole discretion.
- C. Various utilities may exist on, over and under the surface of the DRGW Corridor. Prior to commencing any Work, the City shall properly investigate and determine the location of all such utilities. In addition to the required investigation, the City shall have all utilities within the DRGW Corridor "blue-staked" according to state law and clearly marked prior to any excavation. The City, at its sole expense, shall make arrangements for the protection of all utilities and shall commence no excavation until all such protection as been accomplished.
- D. One or more fiber optic cable systems may be buried within the DRGW Corridor pursuant to 10-foot exclusive easements reserved by UP. Protection of fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Prior to commencing any Work, the City shall telephone UP during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-

day number for emergency calls) to determine if fiber optic cable is buried near the location of proposed Work. If so, the City will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, make arrangements for relocation or other protection of the fiber optic cable. The City shall not commence any of the Work until all such protection and temporary relocation have been accomplished. Upon completion of the Work, the City shall cause the relocated line to be restored to its prior location.

- E. The City shall fully pay for all materials joined or affixed to the DRGW Corridor in connection with the performance of Work, and for all labor performed with respect to such Work. The City shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any Work done or materials furnished thereon at the instance or request or on behalf of the City. The City shall require its contractor or contractors to obtain and provide a payment bond covering the full cost for the Work, with UTA and the City as named obligees.
- F. Upon completion of the Work, the City shall restore the surface of the DRGW Corridor to its prior condition including, but not limited to, replacing any soil that was removed and thoroughly compacting it level with the adjacent surface of the ground and restoring any property that the City disturbed or removed from the DRGW Corridor.



Davis School District

Dr. W. Bryan Bowles, Superintendent

Fostering Educational Excellence

July 21, 2010

Farmington City
Attn: Max Forbush
130 North Main, P.O. Box 160
Farmington, Utah 84025

Dear Max:

Enclosed you will a copy of the Interlocal Agreement Addendum C between Farmington City and Davis School District. Please sign the Addendum, keep a copy for your files, and return a copy for my files at your earliest convenience.

I appreciate the opportunity to work with you. If you have any further questions, please feel free to contact me at 402-5256.

Sincerely,

Craig Carter
Business Administrator

Enclosure

ADDENDUM C
FARMINGTON ELEMENTARY/FARMINGTON CITY OFFICE
PLAYGROUND AND EAST PARKING LOT

- C.1. The parties entered into a Master Interlocal Agreement on _____ outlining the general terms and conditions of the parties' cooperative use of publically owned property and facilities located within the City to better benefit the citizens of the City and patrons of the School District.
- C.2. The parties wish to extend the terms and conditions of the Master Agreement to include this Addendum C addressing the cooperative development and use of the playground, basketball, and sidewalk improvements north of Farmington Elementary, to construct a new storage shed east of Farmington Elementary and to enlarge the parking lot of Farmington Elementary.
- C.3. The improvements will be completed under the direction of Hughes General Contractors, currently under contract with Farmington City.
- C.4. Farmington City will be performing curb and gutter and pavement demolition, grading and minor construction on the site that creates a benefit to both the School District and the City.
- C.5. The School District and Farmington City to agree on the allocation of costs, procedures for reimbursement, and the future use and maintenance of the facilities as follows:
 - a. Basketball Courts, Sidewalk and Playground Improvement Project.
 - i. The basketball courts, sidewalk and playground are located on School District property and shall remain under the ownership of the School District.
 - ii. The development of the basketball courts, sidewalk and playground shall be performed by Hughes General Contractors acting for and in behalf of Farmington City and will cost \$260,190.00.
 - iii. The District agrees to reimburse the City the amount of \$230,693.00 which represents the full cost of the development of the playground and 50% of the cost of the basketball courts and sidewalk within 10 days of receipt of invoice from the City.
 - iv. Any change orders associated with the development of the playground will

be paid for by the District. Any change orders to the basket ball courts will be shared equally by the parties.

- v. Use of the basketball courts and playground will be as outlined in the Master Interlocal Agreement.
- vi. Regular maintenance and upkeep of the basketball courts and playground area (area inside of the curbs) shall be the responsibility of the District. Turf areas and landscaping located on City property shall be maintained by the City. Any large projects such as resurfacing of the basket ball courts, repair or replacement of the basket ball standards, etc., shall be shared equally by the parties.

b. Development and Maintenance of East Parking Lot and Maintenance Shed

- i. A portion of the East Parking Lot and the Maintenance Shed will be located on School District property and shall remain under the ownership of the School District. (Refer back to Exhibits in Addendum B.)
- ii. The development of the East Parking Lot shall be performed by Hughes General Contractors acting for and in behalf of Farmington City and will cost \$41,854.00.
- iii. The District agrees to reimburse the City the full amount of \$41,854.00 for the cost of the development of the East Parking Lot within 10 days of receipt of invoice from the City.
- iv. The development of the Maintenance Shed shall be performed by Hughes General Contractors acting for and in behalf of Farmington City and the cost has been included in the bid for the playground.
- v. Maintenance and upkeep of the East Parking Lot and Maintenance Shed shall be the responsibility of the School District.
- vi. The City may use parking areas established on School District property in connection with City activities for the purpose of allowing employees and patrons to park their vehicles.
- vii. The Maintenance Shed will be used only by the School District.

C.6. Except as so outlined in this ADDENDUM C, all other provisions, terms and condition of use and operation of the Parties facilities shall be governed by the Master Interlocal Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Interlocal Cooperation Agreement the day and year first above written, pursuant to authority granted by Resolution duly passed and adopted by the School District and the City.

BOARD OF EDUCATION OF
DAVIS SCHOOL DISTRICT

FARMINGTON CITY
A MUNICIPAL CORPORATION

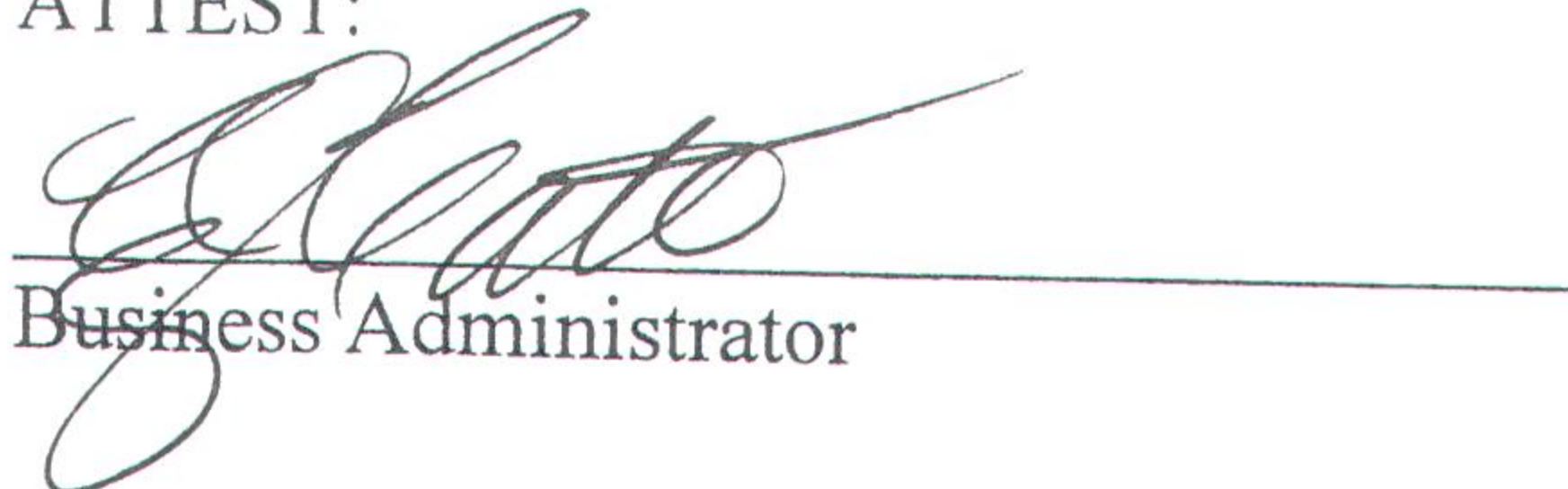


President

Mayor

ATTEST:

ATTEST:

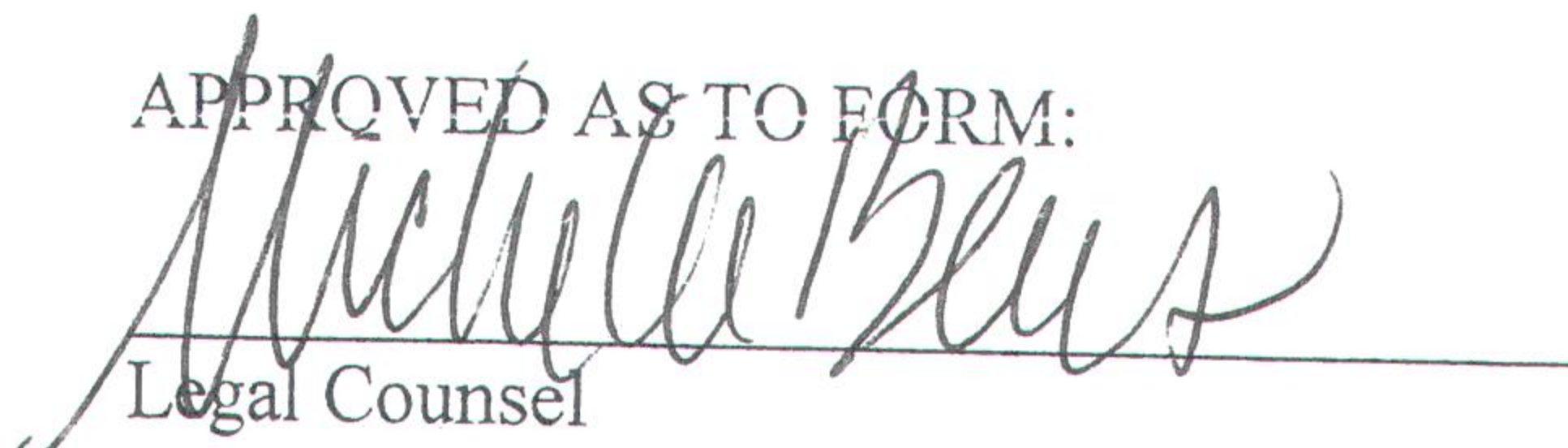


Business Administrator

City Recorder

APPROVED AS TO FORM:

APPROVED AS TO FORM:



Legal Counsel

Legal Counsel

Monthly Network Services Agreement

This agreement dated ^{7/21/2010}~~4/10/2010~~ is made by and between Farmington City Corporation (Client) whose address is 130 N Main Farmington, UT 84025 and TecServ, Inc (Consultant) whose corporate address is 4897 Lake Park Blvd. Suite 100 West Valley City, UT 84120

1. *Consultation Services.* Client hereby employs the Consultant to perform the following services in accordance with the terms and conditions set forth in this agreement. The Consultant will perform computer network maintenance activities for Client, and will consult with the offices and employees of Client concerning matters relating to the management of Client's computer network. The Scope of Work to be performed by Consultant is defined in Attachment A.
2. *Terms of Agreement.* This agreement will be in effect for 1 Year(s) (August 1, 2010 to July 31, 2011). After this time the contract may be cancelled by either party with 30 days written notice.
3. *Time Devoted by Consultant.* The term of this contract is based upon Consultant committing to perform activities to maintain Client computer network and handle computer network emergencies. Consultant will spend 12 hours per month onsite or remotely for consulting services on Client's behalf for computer network maintenance activities.
4. *Schedule.* The work performed by Consultant will be for on-site services at Client's facilities and may occasionally include remote connectivity to Client's network. These hours will be worked on a schedule to be set at by both parties at a later date. Schedule may be altered with mutual agreement from both parties.
5. *Additional Time.* Consultant will respond to Client emergencies within 1 hour and spend sufficient time to resolve such emergencies. Emergencies are defined as computer network issues that directly prevent the operation of business by Client. Computer network issues that do not prevent business operations shall be handled during the on-site maintenance service schedule. If Client requests maintenance services outside the maintenance schedule, and these services are clearly not emergencies, Consultant will bill Client for these hours at the out of contract rate. This includes computer network projects that cannot be completed within the regularly scheduled time.
6. *Payment to Consultant.* The amount paid to Consultant for this contract shall be \$1500.00 per month. Consultant will invoice Client 30 days before the first of each month. Payment is due upon receipt of invoice and no later than the last day of the month in which the client received the invoice.
7. Additional project work is not covered within this scheduled maintenance contract. This additional time will be billed at a rate of \$150 per hour. Product purchases are not considered part of monthly contracts or other consulting services. Terms on Product Sales are considered "due upon receipt".
8. *Independent Consultant.* Both Client and the Consultant agree that the Consultant will act as an independent agency in the performance of its duties under this contract. Accordingly, the Consultant shall be responsible for payment of all taxes including Federal, State and local taxes arising out of the Consultants activities in accordance with this contract, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment.
9. *Confidential Information.* The Consultant agrees that any information received by the Consultant during this contract, which concerns the personal, financial or other affairs of Client and its agents and employees will be treated by the Consultant in full confidence and will not be revealed to any other persons, firms or organizations.
10. *Employment of Others.* Client may from time to time request that the Consultant arrange for the services of others outside of the employ of TecServ. All costs to the Consultant for those services will be paid by Client, but in no event shall the Consultant employ others without the prior authorization of Client.

11. *Non-Solicitation of Employees.* Client agrees that it will not solicit TecServ's employees to seek full or part time employment or other contractual arrangement with its company during the term of this Agreement or for twelve (12) months after the last invoice date from TecServ to Client. Client agrees that TecServ employees are not "contract for hire". Client shall not attempt to engage, contract or hire TecServ employees, TecServ's contractors or other assignees independently of this Agreement without prior written consent from TecServ.

Client may be released from such restriction under the following terms and with written approval from TecServ:

- The payment of \$50,000.00 to TecServ for each employee hired by Client, and
- Each TecServ employee hired by Client has performed services for Client under this Agreement for twelve (12) consecutive months or more.

_____ Initial of Client demonstrating that Client understands and fully accepts the Non-Solicitation Covenant and terms and agrees to such terms should Client seek to hire or directly contract TecServ employees, contractors or other assignees.

12. *Liability.* With regard to the services to be performed by the Consultant pursuant to the terms of this agreement, the Consultant shall not be liable to Client, or to anyone who may claim any right due to any relationship with the Corporation, for any acts or omissions in the performance of services on the part of the Consultant or on the part of the agents or employees of the Consultant, except when said acts of omissions of the Consultant are due to willful misconduct or gross negligence. Client shall hold the Consultant free and harmless from any obligations, costs, claims, judgments, attorneys' fees, and Client pursuant to the terms of this agreement or in any way connected with the rendering of services, except when the same shall arise due to the willful misconduct or gross negligence of the Consultant and the Consultant is adjudged to be guilty of willful misconduct or gross negligence by a court of competent jurisdiction.
13. *Venue.* This agreement and its performances there under shall be governed by the laws of the state of Utah. In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement.

TecServ, Inc.

By: _____

Title: _____

Date: _____

Client

By: _____

Title: _____

Date: _____

Attachment A
Scope of Work

Program Definition:

- 12 hours maintenance every month for applying software patches, checking backups, updating virus definitions, and troubleshooting problems.
- Ongoing technical consulting.
- Remote monitoring of servers and routers 24 hours a day 7 days a week.
- Access to TecServ's extensive knowledge base and technical staff.
- Emergency Response Time: For onsite response we will guarantee an engineer will be dispatched within one hour, 30 minutes for remote administration (when applicable).*
- Additional projects and workstation based emergency work beyond the allotted hours will be billed at \$150.00 per hour.

*For remote administration a high speed internet connection and a terminal environment are required. Remote administration will be utilized when situations permit.

AUDIT ENGAGEMENT LETTER

July 20, 2010

Scott C. Harbertson
Mayor
Farmington City Corporation
Farmington, Utah 84025

We are pleased to confirm our understanding of the services we are to provide Farmington City Corporation for the year ended June 30, 2010. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of Farmington City Corporation as of and for the year ended June 30, 2010. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to accompany Farmington City Corporation's basic financial statements. As part of our engagement, we will apply certain limited procedures to Farmington City Corporation's RSI. These limited procedures will consist principally of inquiries of management regarding the methods of measurement and presentation, which management is responsible for affirming to us in its representation letter. Unless we encounter problems with the presentation of the RSI or with procedures relating to it, we will disclaim an opinion on it. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.
2. Budget to Actual Income Statement General Fund and Major Special Revenue Funds.

Supplementary information other than RSI also accompanies Farmington City Corporation's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and will provide an opinion on it in relation to the basic financial statements:

1. Budget to Actual Income Statement for all other funds
2. Combining & Individual Fund Statements
3. Statements on Capital Assets Used in the Operation of Governmental Funds
4. Statement of Changes in Fiduciary Net Assets

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the basic financial statements taken as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include test of the accounting records of Farmington City Corporation and other procedures we consider necessary to enable us to express such opinions. If our opinions on the financial statements are other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and compliance will include a statement that the report is intended solely for the information and use of management, the body or individuals charged with governance, others within the entity, and specific legislative or regulatory bodies and is not intended to be and should not be used by anyone other than these specified parties. If during our audit we become aware that Farmington City Corporation is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will assist with preparation of your financial statements, and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation our assistance with preparation of the financial statements and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; for the selection and application of accounting principles; and for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of Farmington City Corporation and the respective changes in financial position and cash flows, where applicable, in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for ensuring that management and financial information is reliable and properly recorded. Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts, or grant agreements, or abuse that we may report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to

be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures - Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Farmington City Corporation's compliance with applicable

laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

Management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Ulrich & Associates, PC and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the Cognizant or Oversight Agency for Audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such documentation will be provided under the supervision of Ulrich & Associates, PC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by the Cognizant Agency, Oversight Agency for Audit, or Pass-through Entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately September 8, 2010 and to issue our reports no later than December 31, 2010. Mike Ulrich is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) ***We estimate our fee for this years audit to be \$32,000.*** Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2006 peer review accompanies this letter.

We appreciate the opportunity to be of service to Farmington City Corporation and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,



Michael E. Ulrich, CPA
Ulrich & Associates, P.C.

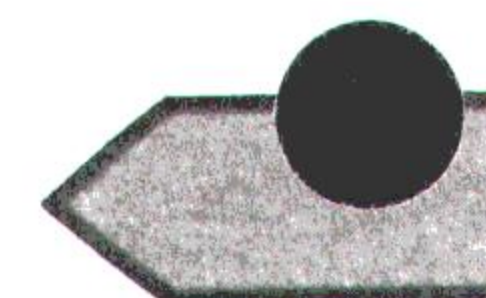
RESPONSE:

This letter correctly sets forth the understanding of Farmington City Corporation.

By:

Title:

Date:



Evans & Poulsen P.A.

Certified Public Accountants

*Members of the American Institute of CPAs
and the Idaho Society of CPAs*

Edward G. Evans, CPA

Jeffrey D. Poulsen, CPA

June 6, 2007

To the Owners

Ulrich & Associates, PC

We have reviewed the system of quality control for the accounting and auditing practice of Ulrich & Associates, PC (the firm) in effect for the year ended December 31, 2006. A system of quality control encompasses the firm's organizational structure and the policies adopted and procedures established to provide it with reasonable assurance of conforming with professional standards. The elements of quality control are described in the Statements on Quality Control Standards issued by the American Institute of CPAs (AICPA). The firm is responsible for designing a system of quality control and complying with it to provide the firm reasonable assurance of conforming with professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance with its system of quality control based on our review.

Our review was conducted in accordance with standards established by the Peer Review Board of the AICPA. During our review, we read required representations from the firm, interviewed firm personnel and obtained an understanding of the nature of the firm's accounting and auditing practice, and the design of the firms' system of quality control sufficient to assess the risks implicit in its practice. Based on our assessments, we selected engagements and administrative files to test for conformity with professional standards and compliance with the firm's system of quality control. The engagements selected represented a reasonable cross-section of the firm's accounting and auditing practice with emphasis on higher-risk engagements. The engagements selected included among others, audits of Employee Benefit Plans and engagements performed under *Government Auditing Standards*. Prior to concluding the review, we reassessed the adequacy of the scope of the peer review procedures and met with firm management to discuss the results of our review. We believe that the procedures we performed provide a reasonable basis for our opinion.

In performing our review, we obtained an understanding of the system of quality control for the firm's accounting and auditing practice. In addition, we tested compliance with the firm's quality control policies and procedures to the extent we considered appropriate. These tests covered the application of the firm's policies and procedures on selected engagements. Our review was based on selected tests therefore it would not necessarily detect all weaknesses in the system of quality control or all instances of noncompliance with it. There are inherent limitations in the effectiveness of any system of quality control and therefore noncompliance with the system of quality control may occur and not be detected. Projection of and evaluation of a system of quality control to future periods is subject to the risk that the system of quality

control may become inadequate because of changes in conditions, or because the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the system of quality control for the accounting and auditing practice of Ulrich & Associates, PC in effect for the year ended December 31, 2006, has been designed to meet the requirements of the quality control standards for an accounting and auditing practice established by the AICPA, and was complied with during the year then ended to provide the firm with reasonable assurance of conforming with professional standards.

As is customary in a system review, we have issued a letter under this date that sets forth comments that were not considered to be of sufficient significance to affect the opinion expressed in this report.

Evans & Poulsen

Evans & Poulsen



LOCAL ENTITY CONTRACT
LOCAL GOVERNMENT CONTRACT

STATE OF UTAH
LOCAL GOVERNMENT
ENGINEERING SERVICES
2010-2013 LG POOL

CONTRACT NO. _____

EFFECTIVE DATE _____

TRACKING NO. _____

UNIT PRICE

Project No.: F-LC11(39)

Location: D&RGW Rail Trail; Farmington To Legacy Parkway

FINET Prog No.: 5302413C

PIN No.: 7929

Work Discipline: Construction Engineering Management

1. **CONTRACTING PARTIES:** This contract is between Farmington City, referred to as LOCAL AUTHORITY and

Caldwell Richards Sorensen
1433 North 1075 West
Farmington, UT 84025

Legal Status of Consultant: For Profit Corporation

Fed ID No.: 87-0498132

referred to as CONSULTANT, and approved by the Utah Department of Transportation, referred to as DEPARTMENT.

2. **REASON FOR CONTRACT:** The LOCAL AUTHORITY does not have sufficient qualified staff to complete the work required in the suggested time frame and the CONSULTANT is professionally qualified and willing to assist the LOCAL AUTHORITY with Construction Engineering Management services as further described in Attachment C.

3. **PROJECT/CONTRACT PERIOD:** The project/contract will terminate January 31, 2011, unless otherwise extended or canceled in accordance with the terms and conditions of this contract.

4. **CONTRACT COSTS:** The CONSULTANT will be paid a maximum of \$58,940.52 for costs authorized by this Contract as further described in Attachment D.

5. **ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:**

Attachment A - Certification of Consultant and Local Authority
Attachment B - Standard Terms and Conditions
Attachment C - Services Provided by the Consultant
Attachment D - Fees

The parties below hereto agree to abide by all the provisions of this contract. IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONSULTANT - Caldwell Richards Sorensen

LOCAL AUTHORITY - Farmington City

By: *Paul J. Hirst* 7/20/2010
Title: PAUL J. HIRST, PRESIDENT Date

By: *May Forbach* 7/21/10
Title: City Mgr Date

UTAH DEPARTMENT OF TRANSPORTATION

DEPARTMENT Comptroller's Office

By: *Lisa Gulison* 7-19-10
Title: Engineer for Preconstruction Date

By: _____
Title: Contract Administrator Date

LOCAL AUTHORITY - ~~Farmington City~~ UTA

By: _____
Title: _____ Date

CERTIFICATION OF CONSULTANT

I hereby certify that I, PAUL J. HIRST, am a duly authorized representative of Caldwell Richards Sorensen and that neither I nor the above CONSULTANT I hereby represent has:

- (a) employed or retained for commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this contract,
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid, or agreed to pay to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Utah Department of Transportation and the Federal Highway Administration in connection with this contract involving participation of Federal-aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

7/20/2010
Date

[Signature]
CONSULTANT Signature/Title

CERTIFICATION OF LOCAL AUTHORITY

I hereby certify that I am the City Manager of Farmington City and the _____ of UTA and that the above CONSULTANT or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is subject to applicable State and Federal laws, both criminal and civil.

7/21/10
Date

[Signature]
Farmington City Signature

Date

Utah Transit Authority

**Contract Approval Memo**

Memo Printed on: July 12, 2010 2:04 PM

**PM Approval Date:** July 12, 2010**UDOT PM:** Charles Mace

The Project Manager has reviewed and approved the contract/modification documents: Executive Summary, Work Plan, QC/QA Plan and Checklist, Staffing Plan, Work Schedule, and Cost Proposal.

PROJECT INFORMATION

PIN: 7929
Project No.: F-LC11(39)
Job/Proj: 5302413C
Project Location: D&RGW RAIL TRAIL; FARMINGTON TO LEGACY PARKWAY

CONTRACT INFORMATION

CS Admin: Michael R. Butler
Contract No.: New Construction Engineering Management Services
Mod No.:
Expiration Date: January 31, 2011
Contract/Mod Amount: \$58,940.52
Fee Type: UNIT PRICE
Selection Method: POOL - GE / LG
Period: 2010-2013 GE / LG
Phase: CONSTRUCTION ENGINEERING
Discipline: CONSTRUCTION ENGINEERING MANAGEMENT

CONTACTS

Consultant	Local Government	Local Government #2
CALDWELL RICHARDS SORENSEN	Farmington City	Utah Transit Authority
Bill Gooch	Max Forbush	Hal Johnson
1433 NORTH 1075 WEST	130 N MAIN	4850 S BOXELDER
FARMINGTON, UT 84025	FARMINGTON, UT 84025-0	MURRAY, UT 84107
(801) 939-5565	(801) 451-2383	(801) 262-5626
BILL.GOOCH@CRSENGINEERS.COM	MFORBUSH@FARMINGTON	HJOHNSON@RIDEUTA.CC

ICE = #2



EXECUTIVE SUMMARY

Project Name: D&RGW Rail Trail; Farmington Creek to Kaysville in Farmington
Project # F-LC11(39) PIN 7929

The purpose of this project contract is to complete construction engineering management services for the D&RGW Trail, Farmington City. It is a segment of the "Rails to Trails" effort in cooperation with UTA. The project includes grading and placing base for new pavement, HMA, street crossings, signing and gates. It is a UDOT Local Government Project expected to be constructed in Fall 2010.

Scope of work includes inspection, safety management, documentation, materials testing, meeting management, process review and ongoing maintenance of files in accordance with current UDOT MOI. Scope assumes that no right of way or utility coordination will be needed.

It is assumed that the contract duration will be 60 calendar days maximum and there will be approximately 40 days of inspection required on site. It is also assumed that an inspector will be needed approximately 4hrs./day for 20 days and 8hrs./day for 20 days.

This contract has been fully scoped. No staging will be required. UDOT project manager has agreed for the contract to be unit price.



WORK PLAN

Project Manager: Charles Mace
Project # F-LC11(39) PIN 7929
Project Name: D&RGW Rail Trail; Farmington Creek to Kaysville In Farmington
Contract #
Project Location: Farmington, Utah
Project Description: Grade and pave rail bed, construct street crossings

General

The purpose of this project is to complete construction management, on behalf of UDOT and Farmington City for Project #F-LC11(39) D&RG Trail, a UDOT Local Government Project. Project is expected to be constructed in Fall 2010.

1. Project Management

Prepare progress reports and pay requests. Schedule and conduct preconstruction meeting and provide minutes. Review and justify proposed contractor change orders if needed, coordination of work with UDOT, UTA, and City, and review of submittals and proposed contract documents, and assign staff. Assure that all direction and orders to the Contractor will be documented in writing. Coordinate work with UDOT, City, UTA, and other stakeholders. Coordinate QC/QA.

2. Contract Administration/Documentation

Coordinate with city, and other stakeholders as well as public. Assure contractor meets requirements of contract. Maintain files, sub-contract files, material certifications etc. Prepare pay estimates. Maintain UDOT PDBS files as required. Coordinate public involvement effort. Collect and prepare ongoing materials testing records. Participate in process review and other meetings and prepare meeting minutes. Project filing, documentation, monthly progress reports, progress payments, change orders, and final payment will be done according to UDOT Policy and Procedures, and Manuals of Instruction.

Survey, pay quantities and daily records will be documented daily in PDBS. PDBS will be used for field book entries. Pay quantities will be measured, documented and initialed for payment in PDBS quantity field books daily. Assist with facilitation of partnering including scheduling and conducting weekly meetings.

3. Field Inspection/Material Sampling and Testing

Maintain files, complete daily reports, sub-contract files, material certifications etc. Provide timely notes of weekly meetings. Prepare pay requests. Maintain UDOT PDBS files as required. Provide certified materials sampling technician and assure materials are tested as per UDOT Minimum Sampling and Testing Requirements. Assure that all work under this Contract is completed in accordance with the Contract Provisions, Standards Specifications and Drawings, Manuals of Instruction, and Policies and Procedures by UDOT. All work will be approved by UDOT through its designated representatives. No material will be incorporated in the project without certification or testing that assures materials meet minimum specifications. The Consultant will provide quality assurance testing according to UDOT A&D Guide and Minimum Sampling and Testing Requirements.

4. Labor Compliance

The Consultant Resident Engineer will administer all federal DBE if applicable and Labor Compliance in the Construction Contract and assure compliance. The Consultant is responsible for all reviews of required FHWA/UDOT forms before submitting them to the Region Contracts Specialist.

5. Finalize Project Documentation

Upon substantial completion of the project, the Consultant will conduct, coordinate and notify in writing all interested parties to attend a final inspection. The attendees will include City, the UDOT Construction Engineer, the UDOT Project Manager, the Contractor, Subcontractors, and affected Utilities. Minutes of the Final Inspection will be provided to all attendees. A punch list will be generated by the final inspection and the Consultant and Contractor will agree on the time needed to complete the punch list. Upon completion of all punch list items the Consultant in agreement with UDOT and City will accept the construction as complete. Within 30 days of 100% completion in the field, including the punch list items, the Consultant will provide final project documentation as required by UDOT and FHWA for final acceptance of the project. Compile all project records and documentation and submit to UDOT for review and approval. CRS will assure that project documents are finalized accurately and as quickly as possible to assist owners with timely project final closeout.



STAFFING PLAN

Project Manager: Charles Mace
Project # F-LC11(39) PIN 7929
Project Name: D&RGW Rail Trail; Farmington Creek to Kaysville in Farmington
Contract #
Project Location: Farmington, Utah
Project Description: Grade and pave rail bed, construct street crossings

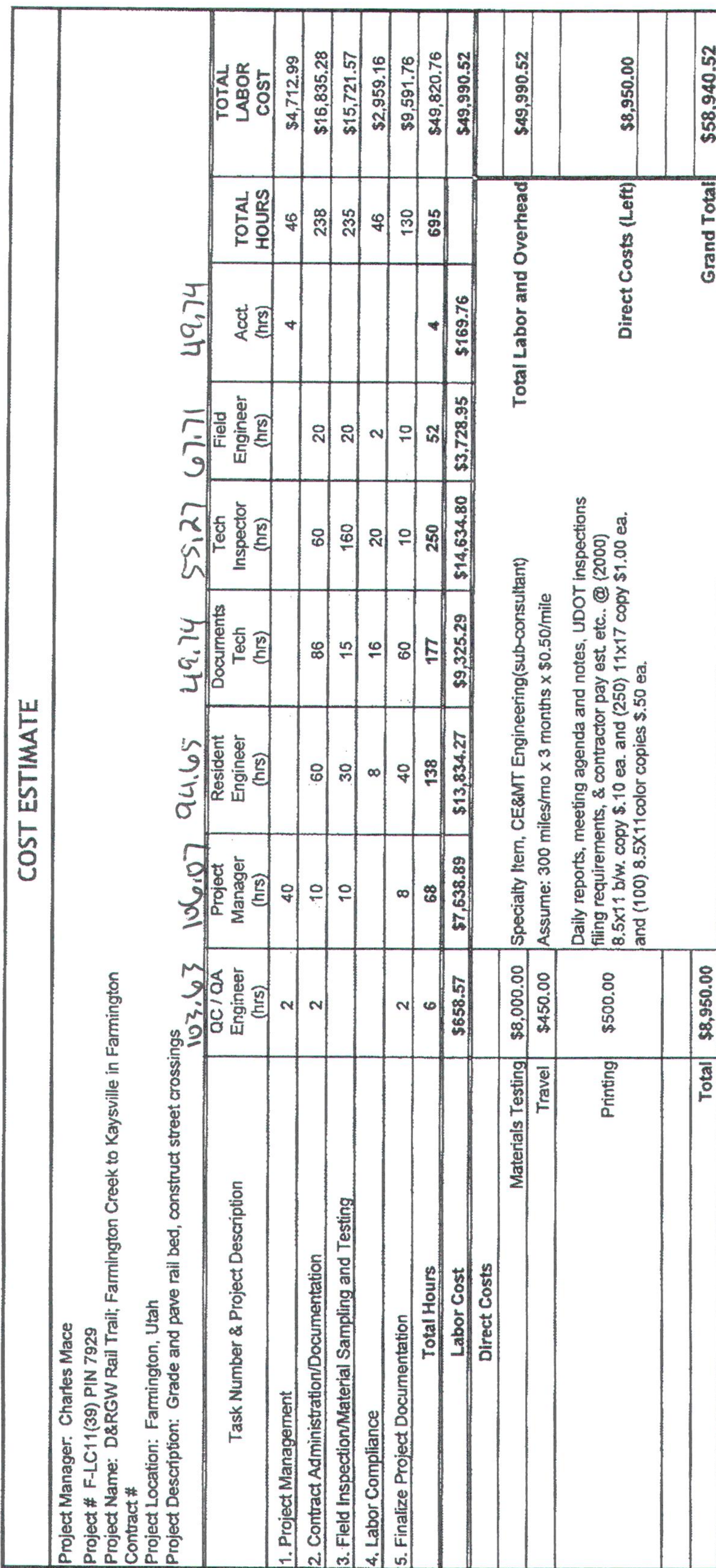
* If a Consultant has a change in key personnel during a project, they are required to submit the proposed change in writing within 10 working days to the UDOT Project Manager and Local Entity for approval.
If the Project Manager (PM) approves, the PM will forward the change and their approval to UDOT Consultant Services and the Comptroller's Office within 10 working days.
If the PM does not approve, they may request a revision of the proposal, score the Consultant lower on the Consultant Project Evaluation, or terminate the contract.

NAME	Firm Name	TITLE	Certification/ Category/ Level	Utah License/ Certification No.	Other State License/ Cert. No.	Education Level	Hours (Est. No. of project hours)	Rate of Pay (Current actual pay rate)	Rate on Cost Proposal (Note any pay rate variances)
Doug Cromar	Caldwell Richards Sorensen	Q/C Q/A Engineer	P.E.	181656		BS	6	\$37.50	\$103.63
Bill Gooch	Caldwell Richards Sorensen	Project Manager	CPM/EQE			AS	68	\$38.38	\$106.07
Matt Collier	Caldwell Richards Sorensen	Resident Engineer	P.E.	4939451		BS	138	\$34.25	\$94.65
Sunee Jones	Caldwell Richards Sorensen	Documents Tech.				B.S.	177	\$18.00	\$49.74
Garth Jewkes	Caldwell Richards Sorensen	Tech Inspector II					250	\$20.00	\$55.27
Sara Barker	Caldwell Richards Sorensen	Accounting				B.S.	4	\$18.00	\$49.74
Corey Nelson	Caldwell Richards Sorensen	Field Engineer				B.S.	52	\$24.50	\$67.71
Total							695		



Project Manager: Charles Mace
Project # F-LC11(39) PIN 7929
Project Name: D&RGW Rail Trail; Farmington Creek to Kaysville in Farmington
Contract #
Project Location: Farmington, Utah
Project Description: Grade and pave rail bed, construct street crossings
July 1, 2010

1. Project Management
2. Contract Administration/Documentation
3. Field Inspection/Material Sampling and Testing
4. Labor Compliance
5. Finalize Project Documentation



30 @ \$167 = \$5010 (For Community Room)

1. Same as stack chairs in Council Room
2. Matches decor in Community room and should be enough chairs to meet needs of most events. If more are needed they can be borrowed from Council Room



*This extends Sound and Video to
Council Mack room*

Change Order Cost Proposal							
Project:		Farmington City Hall					
Our Job #:		86416					
To:		Date: 6/3/10					
Attention:							
Subject:		Overflow Feed					
Specification Section:							
Equipment and Labor							
Description	Qty.	Unit Cost	Total	hr/unit	Total	Rate	Labor Costs
Extron VSW 2VGA A Switcher (60-758-01)	1	\$ 144.00	\$ 144.00	2	2	\$ 48.00	\$ 96.00
Extron MTP Transmitter VGA/Audio (60-669-01)	1	\$ 234.00	\$ 234.00	2	2	\$ 48.00	\$ 96.00
Extron MTP Receiver VGA/Audio (60-690-01)	1	\$ 276.00	\$ 276.00	2	2	\$ 48.00	\$ 96.00
		\$ -	\$ -		0	\$ 48.00	\$ -
		\$ -	\$ -		0	\$ 48.00	\$ -
		\$ -	\$ -		0	\$ 48.00	\$ -
		\$ -	\$ -		0	\$ 48.00	\$ -
Travel Time		\$ -	\$ -		0	\$ 48.00	\$ -
Tax Rate		0.0685	\$ 44.80				
Totals			\$ 698.80		6		\$ 288.00
General Conditions							
Description	Hrs	Rate	Total				
Project Foreman	0.6	\$ 48.00	\$ 28.80				
Layout	0.42	\$ 48.00	\$ 20.16				
Safety	0.18	\$ 48.00	\$ 8.64				
Cleanup	0.18	\$ 42.00	\$ 7.56				
Office Administration	0.06	\$ 42.00	\$ 2.52				
Project Manager	0.6	\$ 52.50	\$ 31.50				
Programming	0	\$ 75.00	\$ -				
Engineering	0	\$ 75.00	\$ -				
Vehicle Use							
Vehicle @ .55 a mile	30	\$ 0.55	\$ 16.50				
Total General Conditions		1.44	\$ 115.68				
Summary							
Labor Cost		\$ 288.00					
Materials and Tax		\$ 698.80					
General Conditions		\$ 115.68					
Freight		\$ 41.93					
Hotel, Car Rental, Per Diem							
Airfare							
Subtotal		\$ 1,144.41					
Profit and Overhead @ 15%		\$ 171.66					
Total		\$ 1,316.00					
SUBMITTED BY:		GENERAL COMMUNICATIONS, INC					

3.C

500 (est) cabling

1800

Keith Johnson

From: Matt Litson [mattl@gencomminc.com]
Sent: Tuesday, June 22, 2010 9:31 AM
To: Keith Johnson
Subject: Change order for overflow

From: Matt Litson
Sent: Friday, June 18, 2010 8:22 AM
To: 'Keith Johnson'
Cc: Robert Wright
Subject: RE: speaker covers

Keith,

It is my understanding that we sent you a change order to add the additional PC inputs to the opposite side of the Dias. Has that change been authorized? If so will you send me a copy of the PO# and I will process it, and be sure to add it into the system.

We have spoken with 3C concerning the overflow into the room directly behind the chambers. It is our understanding that 3C is installing a Projector, 4 speakers, and a small amplifier. We have made arrangements with them to tie into that system.

Attached is the change order to supply the necessary components. If approved the Crestron Control Panel in the chambers will have a button labeled Overflow, ON or OFF. The operator of that panel will decide if the room presentation video, and audio will be overflowed into the back room. Whoever is in the overflow room will simply use the projectors remote to select the appropriate source.

There has been talk of a display installed downstairs in the corridor? I have no information on this. Was the city interested in a price for additional display?

Please let me know if you have any questions,
Thanks,

Matt Litson, CTS
Project Manager



GENERAL COMMUNICATIONS
12393 South Gateway Park Place, Suite 400
Draper, UT 84020
Office: 801-266-5731 ext.1104
Fax: 801-263-9249

mattl@gencomminc.com

From: Keith Johnson [mailto:kjohnson@farmington.utah.gov]
Sent: Wednesday, May 19, 2010 5:08 PM
To: Matt Litson
Subject: FW: speaker covers

6/22/2010

CITY COUNCIL AGENDA

- ☐ Appointments, Hearings, Etc.
- ☐ Discussion Items - Recommendations
- ☐ Reports

For Council Meeting:
August 3, 2010

Petitioner _____

S U B J E C T: Station Parkway Cooperative Agreement

ACTION TO BE CONSIDERED:

Minute motion approving the Agreement. It has been reviewed by the City Attorney and may be ready for Governing Body action.

GENERAL INFORMATION:

This agreement was emailed to UDOT on Friday. Hopefully, it will be acceptable to them. The agreement is necessary to get an encroachment permit from Station Parkway onto Park Lane.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

Proposed Park Lane Access for Station Parkway
Right Turn Lane Agreement
FARMINGTON CITY

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COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT, made and entered into this day of August, 2010 by and between the UTAH DEPARTMENT OF TRANSPORTATION, hereinafter referred to as "UDOT", and FARMINGTON CITY, a Municipal Corporation of the State of Utah, hereinafter referred to as the "City."

WITNESSETH:

WHEREAS, the City has applied for and UDOT has conditionally approved a permit for access of Station Parkway onto SR-225 at a four way intersection of SR-225, which is a State Road, Station Parkway, which is a City Street and the Road into the Commuter Rail Station (yet unnamed) also a City Street; and

WHEREAS, the City Engineer has designed a right-turn lane with 150 feet of storage for westbound SR-225 onto northbound Station Parkway; and

WHEREAS, past traffic studies and traffic projections submitted to UDOT by various developers and the City predict Park Lane to operate at a Level of Service (LOS) F at build out of planned development of the areas west of I-15 without other transportation system improvements. To address this issue, UDOT requests that the westbound right-turn storage length at Station Parkway be increased from 150 feet in length to 400 feet in length; and

WHEREAS, Laws and Regulations governing UDOT controlled roads requires those parties creating traffic congestion caused by development to pay the cost of mitigating adverse traffic impacts; and

WHEREAS, the City believes that they can illustrate the level of development that will create traffic conditions such that the right-turn lane storage length extension is needed through developing a general development phasing plan; and

Proposed Park Lane Access for Station Parkway
Right Turn Lane Agreement
FARMINGTON CITY

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WHEREAS, because of the previous contracts and agreements with area developers, the City has committed the completion of Station Parkway from Burke Lane to Park Lane by Sept. 10, 2010; and

WHEREAS, this schedule cannot be accomplished unless an appropriate encroachment permit is issued to Farmington City allowing for direct access onto Park Lane and construction within UDOT Right of Way.

NOW, THEREFORE, in reliance on the stated recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereafter set forth, the mutual benefits to the Parties to be derived herefrom, and for other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, it is hereby agreed as follows:

1. The City agrees to submit a development phasing plan that identifies the threshold level of development that will create traffic conditions such that the right-turn lane storage length extension will be needed. The phasing plan will be submitted to UDOT before August 15, 2010.

2. The City agrees that when the development threshold criteria necessitating the extension of the northbound right-turn lane storage at Station Parkway has been met, that within 60 days thereof, the City will immediately commence design for extending the right-turn lane storage length for westbound SR-225 to northbound Station Parkway. The City will commence construction once the UDOT permit process for the described construction has been satisfied. Work on the project shall be completed within 6 months after the issuance of the appropriate UDOT permit. Other than currently agreed upon modifications to SR-225 or unless explicitly agreed upon otherwise, construction of the additional right-turn lane storage length shall be the limit of any future City participation regarding traffic impacts created by developments on Station Parkway.

3. UDOT agrees to immediately issue the encroachment permit upon receipt of the complete and approved application, and bonding from the City's contractor, thus allowing the City to meet its contractual obligation regarding the construction of Station Parkway with third parties. UDOT also agrees that the access will be allowed to open when the main roadway work is completed and while the right turn lane work is proceeding.

4. This Agreement may be executed in counterparts by the UDOT and the City.

5. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

6. In any action brought to enforce the terms of this Agreement, the Parties agree that the appropriate venue shall be the Third Judicial District Court in and for Salt Lake County, Utah.

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7. This Agreement contains the entire agreement between the Parties, with respect to the subject matter hereof, and no statements, promises, or inducements made by either Party or agents for either Party that are not contained in this written Agreement shall be binding or valid.

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8. If any provision hereof shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses, or paragraphs herein contained, shall not affect the remaining portions hereof, or any part thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

ATTEST:

FARMINGTON, a municipal Corporation
of the State of Utah

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

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Proposed Park Lane Access for Station
Parkway¶
Right Turn Lane Agreement¶
FARMINGTON CITY¶

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RECOMMENDED FOR APPROVAL: UTAH DEPARTMENT OF
TRANSPORTATION

Date: _____

Date: _____

Proposed Park Lane Access for Station Parkway
Right Turn Lane Agreement
FARMINGTON CITY

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COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT, made and entered into this th day of July, 2010 by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as "**UDOT**", and **FARMINGTON CITY**, a Municipal Corporation of the State of Utah, hereinafter referred to as the "**City**",

WITNESSETH:

WHEREAS, the **City** has applied for and **UDOT** has conditionally approved a permit for access of Station Parkway onto Park Lane at a four way intersection of Park Lane which is a State Road, Station Parkway, which is a **City** Street and the Road into the Commuter Rail Station (yet unnamed) also a **City** Street;

WHEREAS, the **City** Engineer had initially designed a 150 foot of storage for the right-turn lane traveling west bound on Park Lane thus allowing motorists to make a right turn onto Station Parkway traveling in the north bound direction, outside lane;

WHEREAS, past traffic studies and traffic projections previously submitted to **UDOT** by various developers and the **City**, estimate failure of Park Lane at ultimate development of the areas west of I-15 without the construction of the West Davis Corridor and a local access interchange to I-15 at Shepard Lane. To address this issue, **UDOT** requests that the right-turn storage length be increased from 150 feet in length to 400 feet in length;

WHEREAS, Laws and Regulations governing **UDOT** controlled roads requires those parties creating traffic congestion caused by development to pay the cost of mitigating adverse traffic impacts;

WHEREAS, the **City** believes that they can illustrate when/if the right-turn lane storage length extension is needed through developing a general development phasing plan;

other regional
Projects; and
WHEREAS

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Transportation improvements

Original copy
of the
City Engineer
dated 7/1/10

Proposed Park Lane Access for Station Parkway
Right Turn Lane Agreement
FARMINGTON CITY

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WHEREAS, because of the previous contracts and agreements with area developers, the City has committed the completion of Station Parkway from Burke Lane to Park Lane by Sept. 10, 2010;

WHEREAS, this schedule cannot be accomplished unless an appropriate encroachment permit is issued to Farmington City allowing for direct access onto Park Lane and construction within UDOT Right of Way.

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Proposed Park Lane Access for Station Parkway¶
Right Turn Lane Agreement¶
FARMINGTON CITY¶
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WHEREAS, time is of the essence in obtaining the encroachment permit;

NOW THEREFORE, the City agrees to submit a development phasing plan that provides a general estimate of when/if the right-turn lane storage length extension would be needed and thresholds that establish when design and construction would commence. The phasing plan will be submitted to UDOT before August 15, 2010.

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NOW THEREFORE, the City agrees that when the threshold criteria for expansion of the free-right ingress has been met, that within 60 days thereof, design will immediately commence for extending the right-turn lane storage length eastward toward the Union Pacific Structure. The City will construct the extension of the right-turn lane storage on west bound Park Lane access Lanes once the plans have been approved by UDOT using an approved UDOT contractor. Work on the project shall be completed within 6 months after the plans are approved by UDOT weather permitting. Construction of the additional 250 feet of right-turn lane storage length shall be the limit of any future City participation should traffic volumes increase and capacity improvements be needed. The cost thereof will be born by UDOT and not by Farmington City.

NOW THEREFORE, UDOT agrees to immediately issue the encroachment permit upon receipt of the application and bonding from the City's contractor, thus allowing the City to meet its contractual obligation regarding the construction of Station Parkway with 3rd parties. UDOT also agrees that the access will be allowed to open when the main roadway work is completed and while the right turn lane work is proceeding.

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Proposed Park Lane Access for Station Parkway
Right Turn Lane Agreement
FARMINGTON CITY

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

ATTEST:	FARMINGTON , a municipal Corporation of the State of Utah
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

(IMPRESS SEAL)

RECOMMENDED FOR APPROVAL:	UTAH DEPARTMENT OF TRANSPORTATION
_____	_____
Date: _____	Date: _____

APPROVED AS TO FORM:	UDOT COMPTOLLER'S OFFICE:
The Utah State Attorney General's Office has previously approved all paragraphs in this Agreement as to form.	_____ Date: _____

CITY COUNCIL AGENDA

- [] Appointments, Hearings, Etc.
- [] Discussion Items - Recommendations
- [] Reports

For Council Meeting:
August 3, 2010

Petitioner _____

SUBJECT: City Manager Report

To be given at City Council meeting.

Station Park

- Amended Decalpart Agreement
- Paving of Clark Lane
- Storm Drain - middle of road
- Finalize Agreement w/ Bannock
- Need to Approve letterheads plan

City Hall

B.-level
Programmer
Parking

} by time School Starts

French Crest

from letter date - * get on news

French Crest for City

French Crest - Architectural Design
Ann

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

CITY COUNCIL AGENDA

- [] Appointments, Hearings, Etc.
 [] Discussion Items - Recommendations
 [] Reports

For Council Meeting:
August 3, 2010

Petitioner _____

SUBJECT: Governing Body Reports

- Mayor Harbertson Report
- City Council Reports

To be provided at Council meeting.

~~Mayor~~ ^{Mayor}
 Aug 14 Ranchos Park - Ribbon cutting 10am
 Rick

~~Cour~~ 1075 N by Northway - left turn } Remove
 Gravel core detention basin } trees

^{A mayor}
 Wayne - Date for Council Street

John Bilbo - Bridgeyard - Community Development Dept
look at

Jim Talbot
~~Evaluation~~

- Enforce Stop @ Northridge Rd / Mtn Rd
- Evaluation by Tim Taylor
 Appointee Working Site

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

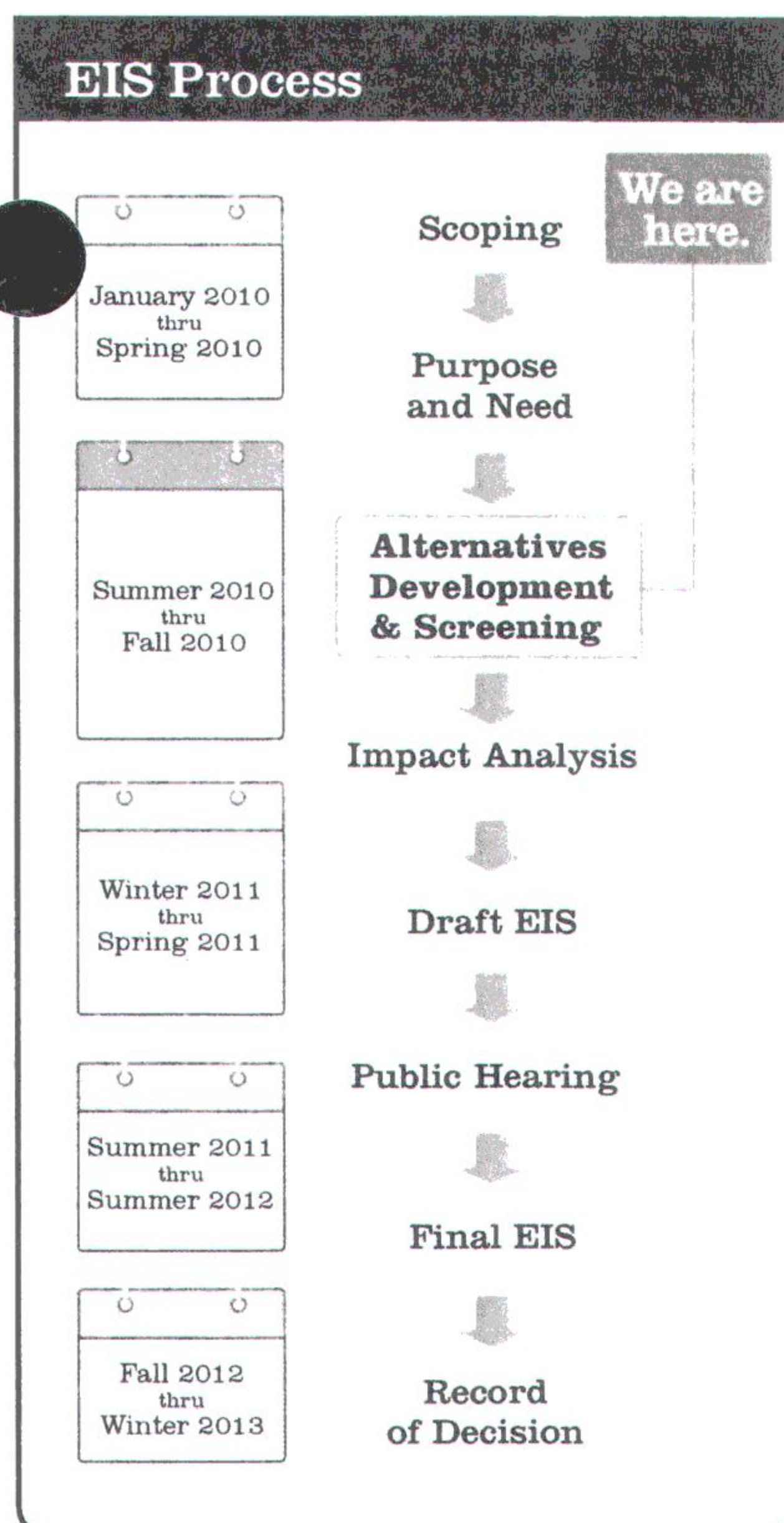
WEST DAVIS CORRIDOR

Newsletter
No. 2

Alternatives Open House

The Utah Department of Transportation (UDOT), in cooperation with FHWA, is preparing an Environmental Impact Statement (EIS) to study a potential transportation corridor in western Davis and Weber counties. The West Davis Corridor Study is evaluating transportation needs through the year 2040 while considering community and environmental concerns to identify a solution that will benefit the West Davis and Weber area.

We have received hundreds of comments from residents and community leaders during the initial phases of the study. Scoping comments are available on the study's website (www.udot.utah.gov/westdavis). Your feedback has helped us gain a better understanding of transportation needs in your community and will play a key role as we move forward with the next phase of the study, called "Alternatives Development."



This phase involves preparing a set of initial concepts based on your input, land-use analysis and past studies. These concepts include various modes of transportation (e.g., transit, roads and bicycles), widening or improving existing corridors, or building a new corridor.

We will present our initial concepts at three open houses and seek your input as well as any new ideas to help us identify a transportation solution that will benefit your community.

Join us anytime from **4:30 p.m.-8 p.m.** on the following dates:

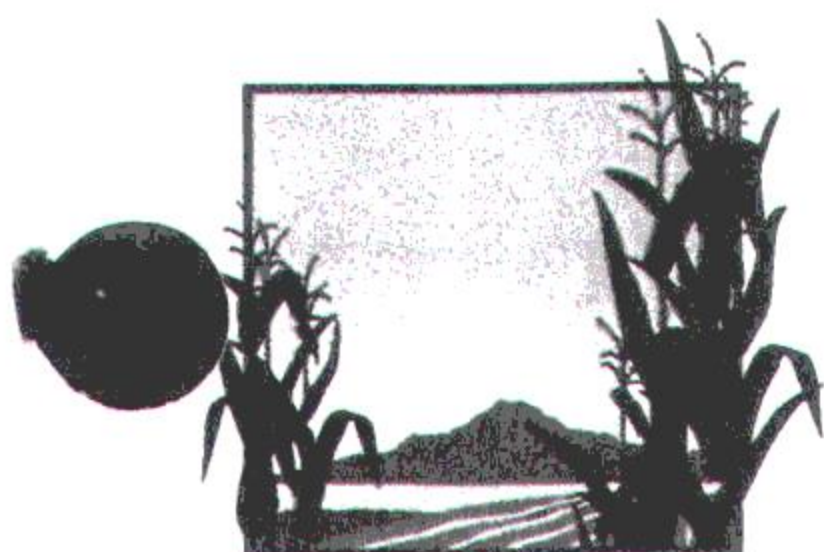
Tuesday, Aug. 3
Sunset City Hall
200 West 1300 North
Sunset

Wednesday, Aug. 4
Kanesville Elementary
3112 South 3500 West
West Haven

Thursday, Aug. 5
Legacy Events Center
151 South 1100 West
Farmington

We will conduct a detailed analysis of selected alternatives with ongoing opportunities for you to participate. It is important to note a final alignment will not be selected nor a final decision made until the completion of the EIS.

Open house materials, including concept maps, will also be available on our study's website, www.udot.utah.gov/westdavis. Visit the study website regularly for current information on upcoming events and opportunities to participate.



**WEST DAVIS
CORRIDOR**

West Davis Corridor Study

Your input is highly valued and will shape the final outcome of the study. We will keep you updated and provide opportunities for you to be involved throughout the study.

466 North 900 West
Kaysville, UT 84037
877.298.1991
westdavis@utah.gov
www.udot.utah.gov/WestDavis

In compliance with the Americans with Disabilities Act, individuals requiring special accommodations are invited to call toll-free 877-298-1991 or email westdavis@utah.gov prior to these meetings.

CITY COUNCIL AGENDA

Agenda Item 11

- ☐ Appointments, Hearings, Etc.
- ☐ Discussion Items - Recommendations
- ☐ Reports

For Council Meeting:
August 3, 2010

Petitioner _____

S U B J E C T: Miscellaneous

To be given at City Council meeting.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

CITY COUNCIL AGENDA

- ☐ Appointments, Hearings, Etc.
- ☐ Discussion Items - Recommendations
- ☐ Reports

For Council Meeting:
August 3, 2010

Petitioner _____

S U B J E C T: Items of General Correspondence

- 12-1. City Council Action List for Council Meeting July 20, 2010, as attached.
(See Tab 13.)
- 12-2. Letter to Mayor Harbertson from Marty and Judy Nielson. See also response
information from David Petersen. (See Tab 14.)
- 12-3. Letter to Max Forbush from the State Historic Preservation Officer notifying the
City that it has received a grant for \$2,500 for 2010-2011. (See Tab 15.)
- 12-4. 2010 Road Projects Map. (See Tab 16.)
- 12-5. Final Fire Station Remodel Project accounting. (See Tab 17.)
- 12-6. Bond reduction letter for Hidden Meadows Subdivision, Phase 3. (See Tab 18.)
- 12-7. Copy of the Statewide Transportation Improvement Program list. (See Tab. 19)

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion
items should be submitted 7 days prior to Council meeting.

CITY COUNCIL ACTION LIST
FOR REGULAR COUNCIL MEETINGS HELD July 20, 2010

Disposition					ACTION ITEM
Dept.	Initiated	Complete	Not Started	Number	
CD	X			1.	Compile information regarding posting/noticing, extending the area of mailing, and timing and area of notice and bring back to Council.
CD/ Adm	X			2.	Record Vacation of Lot 220 in Phase 2 of the Pointe of View Subdivision.
Adm		X		3.	Notify Stapp Construction of denial of their request to lease the old City shop building at 42 North 650 West
Adm		X		4.	Inform Rich Haws of Council's decision not to allow a credit of \$330,000 rather than \$325,000.
CD/ Adm	X			5	Negotiate a satisfactory agreement for fencing with F. J. Parker and Haskell Homes.
Adm		X		6.	Contact CenterCal regarding building permit and impact fee rates as per paragraph 17 and 18 of the Agreement.
Adm		X		7.	Have paragraph 13 rewritten to the mutual satisfaction of UTA and the City on the Trail Agreement. Bring back to Council for final approval.
Adm		X		8.	Sign and file resolution amending the City's Cemetery Rules & Regulations limiting the sale to City residents.
Adm		X		9.	Sign and file resolution amending the City's Consolidated Fee Schedule pertaining to the sale of the right to burial fees and the repurchase of the same by the City.
Adm		X		10	Sign and file resolution relating to the conduct of a CDBG Program and provide a copy to Scott Hess of Davis County.
Adm		X		11	Notify Hughes Construction of approval of Change Order HGC 75.
Adm			X	12	Obtain price quotes from two custodial companies for cleaning of new City Hall.
Adm	X			13	Send letter inviting company wanting to open a call center in the old K-mart building to come and discuss their proposal with the City Council.
P&R		X		14	Have screws protruding from trail cut so as to not create a safety hazard at gate to Lagoon Trail.

Max Forbush

From: martyneilsen@comcast.net
Sent: Monday, July 26, 2010 8:16 PM
To: scottharbo@msn.com
Cc: mforbush@farmington.utah.gov; rduston@dutsonbuilders.com; critz@foragegenetics.com; sidyoug1@msn.com
Subject: Building Permit

Dear Mayor Harbertson,

I am writing to you to request to come before you and the council to seek some relief from the High Cost of my recent building permit for my new home located at 783 West 500 South in Farmington. We had call for the cost of permit in the planning stages and was quoted \$8,500.00 for the permit. When we ready to pick up the permit to start work we were given an invoice for \$18,534.52. I was shocked to say the least and have not budgeted for an additional \$10,000.00 in impact fee's. It is my belief the cost is excessive and would appreciate it if you would here me at the next council meeting.

I appreciate your help in this matter.

Sincerely,

Marty & Judy Neilsen

7/27/2010

BUILDING PERMIT APPLICATION

Farmington City, Utah

BECOMES PERMIT WHEN SIGNED

Date of Application 07/01/2010				Receipt 1,442,238		Date Issued 07-01-2010		Permit Number FAR 9533	
Proposed Use of Structure Single Family Dwelling				Square Ft. of Building 5114		Valuation \$ 318000.00			
Bldg. Address 783 W 500 South Farmington, UT 84025				Rough Basement 0		Building Fee Plan Check Fee Electrical Fees Plumbing Fees Mechanical Fees State Surcharge Water Storm Sewer Parks & Rec. Sewer Improv. Escrow Benchland Police Fac. Fire & EMS Fac. Transportation St.Clean\StormDr. Sub-Total Deposit TOTAL \$ 18534.52			
Assessors Parcel No. 08-077-0059				Finish Basement 2610					
Carport				Garage 2196					
Lot # 0059				Occ. Group R-3 and IRC R-3\U-1 Residential\Garage					
Subdivision Name Not in a Subdivision				Type of Bldg. VB					
Total Property Area/Acres or Sq. Ft. 96616				Total Bldg. Site Area 4700		No.of Bldgs. 1			
Owner of Property Neilson, Marty 1886 N Kingston Rd Farmington UT 84025				Phone 801 209 8078		No.of Stories 1			
Architect or Engineer Aldave & Assoc.				Phone 801 303 2760		No.of Bedrooms 5			
General Contractor RMD Construction				State License No.		No.of Dwellings 1			
Farmington UT 801 864 8384						Type of Construction Frame/Brick Var/Stucco			
Electrical Contractor Lite House Electric 12057 S Luarl Chase Way Highland UT 84003 801 550 2333				State License No. 049214815501-State		Fire Sprinklers 1			
Plumbing Contractor Andrus Plumbing				State License No. 48703905501-State		General contractor is responsible for complying with all notes on the approved site plan.			
Riverton UT 84065 801 243 6434						Decisions relative to this application are subject to review by the chief executive officer of the municipal entity issuing the single family residential building permit and appeal under the International Residential Code.			
Mechanical Contractor By Design Htg. & Cooling				State License No. 13855695501-State		Bond Required: Yes No Amount			
South Jordan UT 84095 801 706 8945						This application does not become a permit until signed below.			
Type of Improvement/Kind of Const. BLDG-RES						Plan Check OK by EM			
Dwelling Units Now on Lot				Accessory Bldg. Now on Lot		Signature of Approval <i>Ken Klumker</i>			
No. of Off Street Parking Spaces: 3						Date 7-1-10			
Zone AE				Zone Approved by KK		This permit becomes null and void if work or construction authorized is not commenced within 180 days or if construction or work is suspended or abandoned for a period of 180 days at any time after work is commenced. I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction. I make this statement under penalty or perjury.			
Setbacks Front 80 Left 20 Right 28 Rear 345						Signature of Contractor or Authorized Agent <i>[Signature]</i>			
Census Tract 126202				Traffic 301		Date 7/1/09			
Block BG-1						Signature of Owner			
						Date			



Farmington City
130 N Main, P.O. Box 160
Farmington, UT 84025

Phone: (801) 451-2383
Fax: (801) 451-2747

Paid Invoice Summary

Page 1 of 1

DATE	7/1/2010
------	----------

PERMIT NUMBER	9533
783 W 500 South Farmington, UT 84025	

ACCOUNT:

RMD Construction
PO Box 478

Farmington UT

Phone: 801 864 8384

Date	Reference Number	Invoice Number	FeeCat	Description	Status	Amount
7/1/2010	9533	00304	10-225-000	Construction Bond	Paid	(-) 500.00
7/1/2010	9533	00304	10-320-210	Building Fee	Paid	(-) 2214.55
7/1/2010	9533	00304	10-320-210PR	Plan Review Fee	Paid	(-) 885.82
7/1/2010	9533	00304	10-320-220	State Inspection Fee	Paid	(-) 22.15
7/1/2010	9533	00304	37-351-180	Police Impact Fee	Paid	(-) 278.00
7/1/2010	9533	00304	38-351-180	Transportation Impact Fee	Paid	(-) 2467.00
7/1/2010	9533	00304	42-351-180	207 - Park Dev. Impact Fee	Paid	(-) 3000.00 ✓
7/1/2010	9533	00304	43-351-180	Fire Facility Impact Fee	Paid	(-) 347.00
7/1/2010	9533	00304	51-351-190	214 - Water Dev. Impact Fee	Paid	(-) 3665.00 ✓
7/1/2010	9533	00304	51-370-170	Water Connection Fee	Paid	(-) 425.00
7/1/2010	9533	00304	52-352-920	Sewer Connection Fee	Paid	(-) 1700.00
7/1/2010	9533	00304	54-225000	219 - Storm Water Construction Bond	Paid	(-) 1000.00
7/1/2010	9533	00304	54-351-190	Storm Drain Impact Fee (West)	Paid	(-) 1605.00 ✓
7/1/2010	9533	00304	54-370210	218 - Storm Water Application Fee	Paid	(-) 50.00
7/1/2010	9533	00304	54-370-270	Street Cleaning Fee	Paid	(-) 375.00

Date	InvoiceNum	Status	Payment	Amount
7/1/2010	00304	Original Due		18534.52
7/1/2010	00304	Paid	Check	(-) 18534.52

Total Paid	18,534.52
-------------------	------------------

Save Time & Money with Online Permits and Inspections. Go To: www.buildingdepartment.com

FARMINGTON CITY CORP.
130 NORTH MAIN
P.O. BOX 160
FARMINGTON, UT 84025

451-2363

Receipt No: 1.442238

Jul 01, 2010

MARTIN D. NEILSEN

LICENSE/PERMITS/FEE-783 W. 500 SOUTH PERMIT
9533 500.00

10-225000 CONSTR. BONDS HELD & PAYABLE
LICENSE/PERMITS/FEE-BUILDING PERMIT 2,214.55

10-320-210 BUILDING PERMITS
LICENSE/PERMITS/FEE-PLAN CHECKING FEE 885.82

10-320-210 BUILDING PERMITS
LICENSE/PERMITS/FEE-STATE INSPECTION FEE 22.15

10-320-220 STATE BLDG INSPECTION FEE
LICENSE/PERMITS/FEE-PUBLIC SAFETY IMPACT 278.00

37-351-180 POLICE IMPACT FEES
LICENSE/PERMITS/FEE-TRANSPORTATION IMPACT
FEE 2,457.00

35-351-180 TRANSPORTATION IMPACT FEES
LICENSE/PERMITS/FEE-PARK IMPROVEMENT 3,000.00 ✓

42-351-180 PARK IMPROVEMENT IMPACT FEES
LICENSE/PERMITS/FEE-FIRE PROTECTION 347.00

43-351-180 FIRE FACILITY IMPACT FEES
LICENSE/PERMITS/FEE-WATER DEVELOP / IMPACT 3,665.00 ✓

51-351-190 WATER DEVELOPMENT FEES
LICENSE/PERMITS/FEE-WATER CONNECTION 425.00

51-370-170 WATER CONNECTION FEES
LICENSE/PERMITS/FEE-SEWER CONNEX/C.D.S.D 1,700.00

52-352-920 C.D.S.D. CONNECTION FEES
LICENSE/PERMITS/FEE-STORM WATER CONST
BOND HELD 1,000.00

54-225000 CONSTR. BONDS HELD & PAYABLE
LICENSE/PERMITS/FEE-STORM DRAINAGE FEE -
WEST 1,605.00 ✓

54-351-190 STORM WATER IMPACT FEE - WEST
LICENSE/PERMITS/FEE-STORM WATER
APPLICATION FEE 50.00

54-370-210 STORM WATER PERMIT FEES
LICENSE/PERMITS/FEE-STREET CLEANING FEE 375.00

54-370-270 CONSTRUCTION CLEANING FEE

Total: 18,534.52

CHECK Chk No: 1607 18,534.52

Total Applied: 18,534.52

Change Tendered: .00

07/01/10 04:39pm

Max Forbush

From: Dave Petersen [dpetersen@farmington.utah.gov]
Sent: Wednesday, July 28, 2010 9:34 AM
To: 'SCOTT C HARBERTSON'
Cc: mforbush@farmington.utah.gov; emiller@farmington.utah.gov
Subject: RE: Building Permit

More details from Eric: The Nielsen's home is over 5,100 s.f. with a finished basement and a 2,100 s.f. garage. It became necessary to fire sprinkle. The meter size is 1"; therefore, the culinary water impact fee is \$3,665 and not \$2,156. And the building permit fee is \$7,172.52 and not \$8,681.52.

David E. Petersen
 Community Development Director
 130 North Main
 Farmington, UT 84025
 Phone (801) 451-2383 ext. 211
 Fax (801) 451-2747
<mailto:dpetersen@farmington.utah.gov>

From: Dave Petersen [mailto:dpetersen@farmington.utah.gov]
Sent: Wednesday, July 28, 2010 8:44 AM
To: 'SCOTT C HARBERTSON'
Cc: 'mforbush@farmington.utah.gov'; 'emiller@farmington.utah.gov'
Subject: RE: Building Permit

Mayor,

I am familiar with the property owner and his property, and have overheard just a little bit of the situation enough to know he was taken back by the impact fee total.

It appears that his building permit fee was \$8,681.52 because the impact fee total should have been approximately \$9,853 if the culinary water meter size is 3/4" (Storm Water Drainage, \$1,605; Parks & Rec, \$3,000; Fire, \$347; Police, \$278; Transportation, \$2,467; and water \$2,156); therefore, the building permit quote of \$8,500.00 was accurate, and the \$18,000 figure is not out of line.

The impact fee total is high because he desires to build on un-platted property. The impact fee total under similar circumstances for a lot located in a platted subdivision is \$3,092 (not \$9,853).

I am meeting with Eric in a few minutes, and we might have more to tell you. Thanks.

David E. Petersen
 Community Development Director
 130 North Main
 Farmington, UT 84025
 Phone (801) 451-2383 ext. 211
 Fax (801) 451-2747
<mailto:dpetersen@farmington.utah.gov>

From: SCOTT C HARBERTSON [mailto:scottharbo@msn.com]
Sent: Tuesday, July 27, 2010 8:58 PM
To: *Max Forbush; *David Petersen
Subject: FW: Building Permit

7/28/2010

Max or Dave,

Are you familiar with this situation? Why was there sooo much of a difference in impact fee costs? Did he get a quote back in 1980? Or is the \$18,000 figure way out of line?

Scott

Scott C. Harbertson

28 East 930 North
Farmington, Ut. 84025
(801) 451-2744 (Home)
(801) 540-1960 (Cell)

Date: Tue, 27 Jul 2010 02:16:14 +0000
From: martyneilsen@comcast.net
To: scottharbo@msn.com
CC: mforbush@farmington.utah.gov; rduston@dutsonbuilders.com; critz@foragegenetics.com; sidyoug1@msn.com
Subject: Building Permit

Dear Mayor Harbertson,

I am writing to you to request to come before you and the council to seek some relief from the High Cost of my recent building permit for my new home located at 783 West 500 South in Farmington. We had call for the cost of permit in the planning stages and was quoted \$8,500.00 for the permit. When we ready to pick up the permit to start work we were given an invoice for \$18,534.52. I was shocked to say the least and have not budgeted for an additional \$10,000.00 in impact fee's. It is my belief the cost is excessive and would appreciate it if you would here me at the next council meeting.

I appreciate your help in this matter.

Sincerely,

Marty & Judy Neilsen

7/28/2010



State of Utah

GARY R. HERBERT
Governor

GREG BELL
Lieutenant Governor

Department of Community and Culture

PALMER DePAULIS
Executive Director

State History

PHILIP F. NOTARIANNI
Division Director

July 21, 2010

Mr. Max Forbush
Farmington CLG
130 North Main Street
Farmington, UT 84025

Dear Mr. Forbush:

I am very pleased to inform you that your Certified Local Government (CLG) has been awarded a grant in the amount of \$2,500 for the 2010-2011 grant period. Congratulations! We are pleased to support the projects you have outlined in your grant application and to partner with you in helping preserve Utah's cultural resources and history.

In order to implement the grant, we must prepare a contract between Utah State History and your organization with an acceptable work plan and budget developed by our staff. Cory Jensen is your staff advisor. We will be sending you contracts for your review and signature within the next few weeks. If you have questions about the grant or contract, please contact Debbie Dahl at ddahl@utah.gov or (801) 533-3537.

Sincerely,

Wilson G. Martin
State Historic Preservation Officer

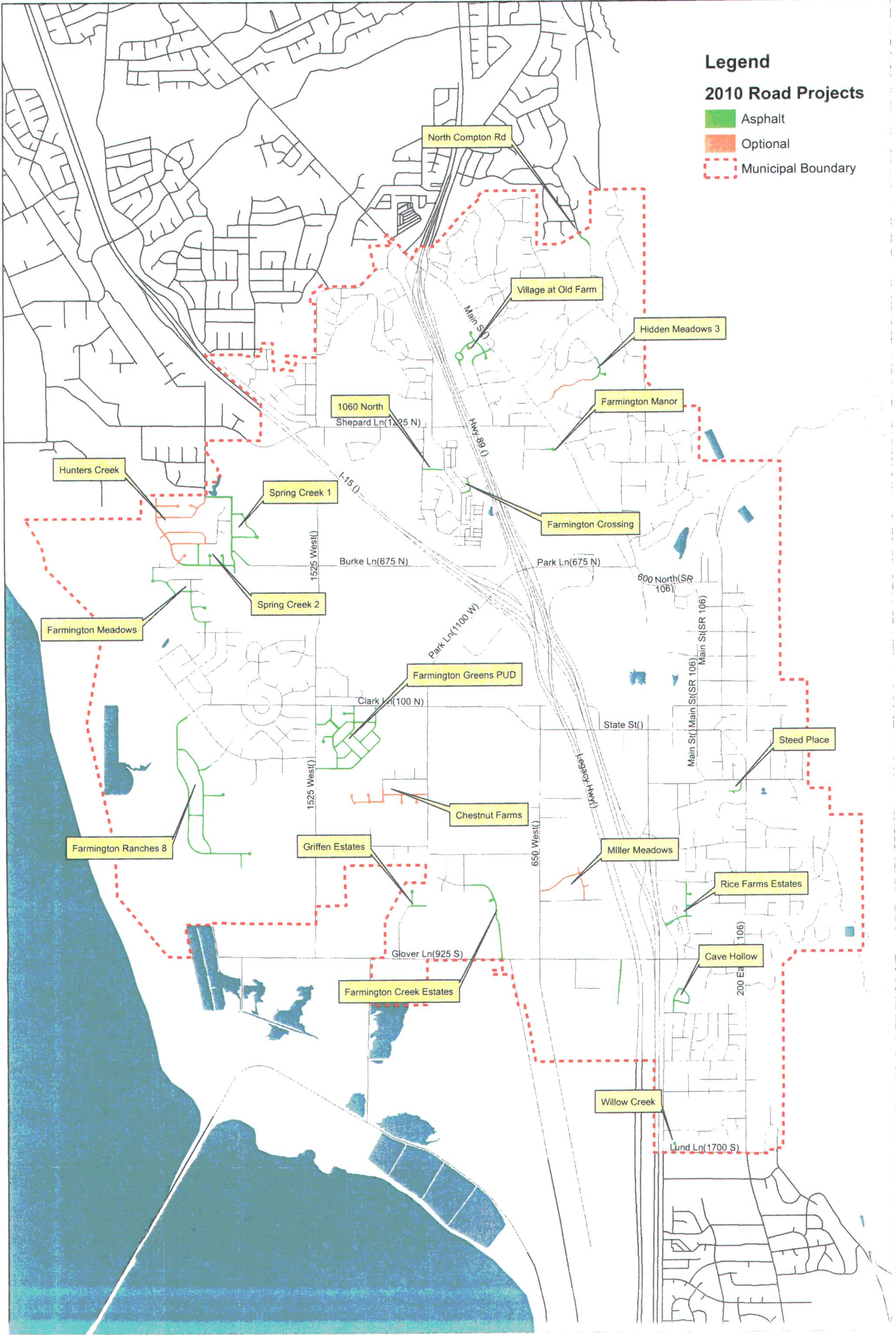


UTAH STATE HISTORICAL SOCIETY
ANTIQUITIES
HISTORIC PRESERVATION
RESEARCH CENTER & COLLECTIONS



2010 Road Projects

Date: 7/26/2010



Final Fire Station Remodel Project

	Amount	Actual Amount
<u>Original Budget</u>	<u>250,000</u>	
<u>Projected Budget</u>		
1 Architectural	20,108	19,453
2 Construction		
a. Base Bid	159,267	179,884
b. Change Orders	20,268	
3 3C Communications Wiring & Equipment	35,686	39,982
4 Appliances Refrigerator, oven, microwave, dishwasher Washer & Dryer	6,386	6,820
5 Furnishings	31,588	40,835
6 Extractor (clean bunker gear)	14,720	10,300
7 Window Coverings	2,500	2,633
8 Built in lockers & work top	8,370	8,760
9 Grid Gear	8,029	8,210
10 Weight Room Matting	4,960	
11 G&L Electric	2,300	2,680
12 Access Control	5,287	
13 Trailer Rental	2,500	2,644
14 Electrical Cords	10,000	10,280
15 Flooring	27,344	27,344
16 13 new doors	1,950	1,650
17 Day room furniture	8,000	
18 Railings	1,865	2,065
19 Locks		1,580
20 Phone System changes/ additions		1,950
 Total Remodel	 <u>371,128</u>	 <u>367,069</u>
 Source of Funds:		
41% Fire Impact fees 41%	152,163	150,498
59% Ambulance Funds 59%	218,966	216,570



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
RICK DUTSON
CORY R. RITZ
JIM TALBOT
SID YOUNG
CITY COUNCIL

MAX FORBUSH
CITY MANAGER

June 21, 2010

Goldenwest Federal Credit Union
5025 S Adams Ave.
Ogden, UT 84403

RE: Hidden Meadows 3
Escrow Deposit Account #1407840

Dear Sirs:

We have received a request to substantiate work completed in the above referenced subdivision. The City has inspected the work and found it to be acceptable at this time.

You are hereby authorized to reduce the escrow bond coverage by \$4218.00. The revised escrow bond coverage should be \$52,723.86. Please let us know if there is any discrepancy in the remaining balance figure. Should you have any questions please contact Ken Klinker at 939-9212.

Sincerely,

Ken Klinker
Farmington City

cc: Max Forbush
Mayor and City Council
Chris Martineau
File

DRAFT

UDOT electronic Program Management

Statewide Transportation Improvement Program



epm345_stip_report (v 3.1)

STIP 2011-2016

Report Run on: Jul 27, 2010, 01:01 P.M.

County	PIN	Project Number	Prior	Rt. Beg Len	Project Location	2011	2012	2013	2014	CD	Concept Description	Total	Fed Aid	State	Other
Region 1 Projects															
DAVIS	8021	S-0193(6)0		193	4 SR-193 EXTENSION, 2000 WEST TO I-15, DAVIS COUNTY						ROADWAY CONSTRUCTION				
		ST_GF_CHN	\$42,200,000		\$25,400,000	\$0	\$0	\$0	\$0		\$0	\$67,600,000	\$0	\$67,600,000	\$0
		L_CORR_DAVIS	\$1,300,000		\$0	\$0	\$0	\$0	\$0		\$0	\$1,300,000	\$0	\$0	\$1,300,000
		ST_CONST	\$1,200,000		\$0	\$0	\$0	\$0	\$0		\$0	\$1,200,000	\$0	\$0	\$0
		L_CORR_MATCH	\$1,300,000		\$0	\$0	\$0	\$0	\$0		\$0	\$1,300,000	\$0	\$0	\$1,300,000
		Total	\$46,000,000		\$25,400,000	\$0	\$0	\$0	\$0		\$0	\$71,400,000	\$0	\$68,800,000	\$2,600,000
WEBER	5235	STP-0203(15)3		203	3 SR-284; Dixon Drive at Weber State University						Intersection - Improvements				
		STP_URB_O/L	\$2,671,431		\$290	\$0	\$0	\$0	\$0		\$0	\$2,671,720	\$2,490,845	\$0	\$180,875
		STP_ENH_ST	\$248,000		\$2,000	\$0	\$0	\$0	\$0		\$0	\$250,000	\$200,000	\$0	\$50,000
		Total	\$2,919,431		\$2,290	\$0	\$0	\$0	\$0		\$0	\$2,921,720	\$2,690,845	\$0	\$230,875
DAVIS	8591	NEWPROJECT-0022(0)		225	1 SR-225; PARK LANE AT CLARK LANE AND 1100 WEST						RECONSTRUCT				
NEW		STP_URB_O/L	\$0		\$10,726	\$0	\$1,608,924	\$1,296,948			\$0	\$2,916,598	\$2,719,144	\$0	\$197,454
WEBER	4182	STP-3308(1)3		3308	3 7 4800 South, 1900 West to 2700 West in Roy City						Road - Widen / Intersection Improvements P.E.				
		STP_URB_O/L	\$3,536,627		\$14,097	\$0	\$0	\$0	\$0		\$0	\$3,550,724	\$3,310,340	\$0	\$240,384
WEBER	6564	F-3432(2)1		3432	1 400 NORTH; I-15 NORTHBOUND RAMPS TO 1200 WEST						BITUMINOUS PAVEMENT, RECONSTRUCTION				
		STP_URB_O/L	\$6,739,702		\$760,298	\$0	\$0	\$0	\$0		\$0	\$7,500,000	\$6,992,250	\$0	\$507,750
DAVIS	5233	STP-LC11(29)		OTHER	Farmington Station Park						Road - Asphalt Pavement New Construction				
		STP_URB_O/L	\$1,000,000		\$0	\$0	\$0	\$0	\$0		\$0	\$1,000,000	\$1,000,000	\$0	\$0
		LOCAL_GOVT	\$8,129		\$0	\$0	\$0	\$0	\$0		\$0	\$8,129	\$0	\$0	\$8,129
		LOCAL_INKIND	\$64,488		\$0	\$0	\$0	\$0	\$0		\$0	\$64,488	\$0	\$0	\$64,488
		Total	\$1,072,616		\$0	\$0	\$0	\$0	\$0		\$0	\$1,072,616	\$1,000,000	\$0	\$72,616
WEBER	5535	STP-LC57(14)		OTHER	5000 South Washington Blvd. to 500 West						Bituminous Pavement, Roadway Reconstruction				
		STP_URB_O/L	\$2,235,875		\$458,548	\$0	\$0	\$0	\$0		\$0	\$2,694,423	\$2,512,011	\$0	\$182,412
DAVIS	6072	F-1512(5)		OTHER	200 NORTH & MAIN STREET, KAYSVILLE						INTERSECTION - IMPROVEMENTS P.E.				
		CMAQ_WFRC	\$1,162,715		\$1	\$0	\$0	\$0	\$0		\$0	\$1,162,716	\$1,084,000	\$0	\$78,716
WEBER	6096	F-LC57(17)		OTHER	PAVEMENT INVENTORY - WEBER COUNTY						PAVEMENT INVENTORY				
		STP_URB_O/L	\$0		\$25,743	\$0	\$0	\$0	\$0		\$0	\$25,743	\$24,000	\$0	\$1,743
WEBER	6084	F-LC57(16)		OTHER	7TH STREET ADAMS AVE. TO LIBERTY AVE, OGDEN CITY						PRELIMINARY ENGINEERING				
		STP_URB_O/L	\$280,000		\$2,422,268	\$0	\$0	\$0	\$0		\$0	\$2,702,268	\$2,519,324	\$0	\$182,944
WEBER	6568	F-LC57(18)		OTHER	SKYLINE DRIVE IN PLEASANT VIEW						PE & ROW				
		STP_URB_O/L	\$10,000		\$268,880	\$0	\$364,689	\$0	\$0		\$0	\$643,569	\$599,999	\$0	\$43,570
WEBER	6570	F-LC57(19)		OTHER	OLD POST ROAD						BITUMINOUS PAVEMENT RECONSTRUCTION				
		STP_URB_O/L	\$10,726		\$0	\$3,851,604	\$536,308	\$0	\$0		\$0	\$4,398,638	\$4,100,850	\$0	\$297,788